File No. AFD-46-FGL69

MYSORE GOVERNMENT SECRETARIAT

Notes/Correspondence/Collection

Department: A&F Section: Forest A.

Subject:— Forest Deptt- Hassan Dist - lease of 1000 acres of land within Ramadevarabetta and Thirumaladevargaddy S.F.-

Earlier References:— AFD-105-FGL67

Late References:—

31-1-69
20-1-71

(Classification A/B/C)
20/1/71

Notes Pages 23
Correspondence Pages 98
For/Not for Section Note Book
To be destreyed after

Filed

Indexed.

Under Secretary to Government.

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಅರಣ್ಯ, ಪರಿಸರ ಮತ್ತು ಜೀವಿ
ಶಾಸ್ತ್ರ ಇಲಾಖೆ (ಅರಣ್ಯ-ಬಿ)

2

DOCKET SHEET

Department: Agri + Forest Dept. File No. AFD 46 FG-69

Section F.A. Volume:

SUBJECT

Lease of 1000 acres of land.

Number and date 1	To whom sent 2	Instructions 3
7144. 24.11.70	L.D.	
SECTION LAW & P.A. DEPT. No. 50937 Dt 24 NOV 1970 Section 3		
L.D. (Opn. II) No. 2385 Date 24/11/70. 25/11	Lit. I) KWG 25/11	
SSPH 25.11.70		
L.D. (Lit. I) No. 6702 Date 27/11/70.	AFD 26 FA 71 5/1/71 00151	
R. & I. SECTION LAW & P.A. DEPT. No. 54653 22 DEC 1970		
SSPH 22.12.70		
L.D. (Lit. I) No. 7316 Date 22/12/70.	4/1	
SSPH 4/1		

[P.T.O.

M. G. S.	Subject:	File No. 3

Refn. dated 28.1.69 by M/s HYPROTEX to the Minister for Forests

NOTE-1

Minutes of the Minister for Forests:

"Secretary A&F to examine to-day with the decision taken long back and what are the changes in the draft agreement. I have asked the Managing Director to meet me on 3rd February 69 for discussion and meanwhile we shall discuss on 1.2.69 in our monthly meeting"

Sd/- AH
Dated 31.1.69
M(F).

A draft letter to C.C.F is put up for approval.

Some today urgently

31/1.

31/1/69

ISSUED
31/1/69

Note 2

An extent of 1000 acres of land in Ramadevarahalli and Thirumaladevarahalli S.F. in Belur Range was leased to M/s HYPROTEX (P) LTD, for 30 years, for the implementation of the proposed Multi-purpose Food Project subject to certain conditions, in G.O. No. AFD-105-FGL67 dated 5.X.67. ①

According to clause 11 of the said G.O. the C.C.F has sent ② a draft lease agreement incorporating certain conditions. The same was scrutinised by L.D in Govt. and as approved by L.D. a modified agreement was sent to C.C.F on 18.6.68 ③

① Flag A. p. 19 c/f.

② p21 c/f. AFD-105-FGL67

③ p39 c/f AFD-105-FGL67

WD 01050—GPB—8,00,000 13-12-65

to be got executed by the lessee. The lessee has requested to modify certain conditions. The preliminary discussions will take place on 1.2.69 as desired by the Minister for Forests.

31/1.

1/2/69

Since has approved the letter to TANCEF

19/2

ISSUED

Sl. No. 3. Letter No. B3/GFL/3215/ dated 13.1.69 from the C.C.F Bangalore.

Sl. No. 4. Letter No. B3/GFL/3215/ dated 15.2.69 from the C.C.F. Bangalore.

Note 3

The C.C.F in his letter (1) requests, clarification regarding the value of the stamp paper to be used to execute the bond under the Mysore Stamp Act 1957 & to know whether the deed so executed to be registered. This is to be clarified by R.D.

(1) Sl. No. 3

With ref. to the referred letter (2) of M/s HYPROTEX requesting modifications in the agreement to be executed, the C.C.F has offered (3) his opinion. The same is shown in a comparative statement at Sl. No. 5. File is sent herewith as desired

25/2/69

(2) Sl. No. 1.

(3) Sl. No. 4.

PS to Minister for Forests

M. G. S. | Subject: | File No. 46 FAL 69

Note 4

The Minister of State for Forests was pleased to instruct that a meeting will be held on the10th March 1969 to finalise the request of Hyprotex Foods Private Limited contained in their letter dated the 28th January 1969. The Minister further desired that the C.C.F. may be requested to send the information by the 3rd March 1969. Issue the appended D.O.letter to A.T.A. to C.C.F. to-day. put up

25/2

ISSUED

Date 26/2/1969

Note 4 is submitted for information.

25/2/69

Dy. Secy., A & F
No. 1244
25/2

25/2/69

V. BYRAPPA
Secy., A. & F. Deptt.

Secy. (A&F).

979
26/2

Min. (Forests)

Min. of St. Forests,
No. F290 Date 26/2/69

Note 5

For discussion on 10th at 10 AM.

ALUR HANUMANTHAPPA
Min. of State for Forests

Dy. Sly (A&F)

XXX
SNR
1/3/69

Note 6

A draft meeting notice is put up for

3/3/69

The ATA to CCF who was contacted over the phone stated

3-3-69 approved

3/3.

that particulars regarding items 4 & 6 are still awaited from the DFO & that he is telegraphically reminding him to expedite the particulars.

6/3/69

A comparative statement is placed at P.S.I.8.P.1.to C4.

A meeting is fixed in the chambers of the Minister for Forests at 10.00 Am on 10.3.69

7/3

7/3/69

Min. of St. Forests. No. 351 Date. 7/3.

7/3/69

Dy) Min' (forest).

Note 7

(1)

(1) Sl. no 9.

Kindly see the draft of the proceedings of the meeting held in the Chambers of the Minister for Forests on the 10th March 1969 at 10-00 A.M. which is submitted for approval. There are two clauses which require a decision - one is relating to discretion left to Government either to renew or to reject the application of renewal of the lease for a further period of 30 years. This question was discussed by ~~while~~ the Deputy Secretary to Government, A & F.D. with the C.C.F. When it was agreed that instead of the words Government may at its discretion renew the lease for a further period of 30 years . . . agreed to modify as follows:-

"Government may renew the lease for a further period of 30 years.

(2) Clause -17 of the agreement provides that either on the completion of the lease period of 30 years or on the determination of the lease for any other reasons the structures, buildings or improvements made on the demised land shall be the property of the Government. It was agreed that the Company may be permitted to remove the buildings, structures on the land after the expiry of the lease period of 30 years. The Company requested that even ~~after~~ when the lease is terminated earlier than the 1st lease period of 30 years the ~~option~~ Company should be permitted to remove the buildings, structures on the land. These two issues are for orders.

11/3

Dy. Secy., A&F No. 1586 12/3

1586.

Min. of St. Forests, No. F 388 Date 14/3/69

Note 8.

The two modifications to the agreement as proposed above may be approved.

12/3/69
Deputy Secretary,
Agriculture and Forest Departments.

Min (for Forests)

Note 9

Approved
L.D. may be consulted before issue.

1/4/69
ALUR HANUMANTHAPPA
Min. of State for Forests.

Dy. Secy
A & F

Sir,
Pl. bring up file from on 2/4
1.4.69

Note 10

1) M/s Hyproter has to furnish requisite informations in respect of clause 4 (d)

2) Clause 12 of the deed is proposed to be deleted, as it has been decided stipulating that the Forest Deptt. should recover the cost of plantation together with the interest thereon etc. as assessed before entering to an agreement with the Co.,

3) Clause 13 is proposed to be the last clause of the agreement.

4) Amendments proposed is placed

nothing is required by way of an injp. as regards this clause!

at Sl. No. 10. The file may be referred to L.D. for scrutiny and opinion.

Note 11

Please type the draft agreement as proposed.

7/4/69

Dy. Secy. L & S.F. No. 2277 7/4

Note 12

1) The typed draft agreement as proposed is placed at Sl. No. 11.

2) Kindly see the draft of the proposed agreement at Pages 33-37 (1) of file No. AFD 105 FGL 67 as approved by the L.D. at Para 58 of that file, & the proceedings of the meeting held on 10.3.69 (2). In view of the orders at Note 11 & Comparative statement indicating the clauses as already approved by L.D. and as proposed to be amended is placed at Sl. No. 10. A revised draft agreement incorporating the proposed changes is placed at Sl. No. 11 Pages 1-4. The file may be referred to L.D. for favour of scrutiny of the draft agreement as revised

8/4/69

(1) Flag A

(2) Sl. No. 9 P1.

L.D. (Opn. II) No. 667 Date 9.4.69

R. & I. SECTION. LAW & P.A. DEPT. No. 11853 Dt. 9 APR 1969 Section: 2

10/4

Contd.

M. G. S. | Subject: | File No. AFD-~~271~~-FGL 69 46 9

1618/DSL.

Note 13

DEPT. OF LAW & PARL. AFFAIRS.

Subject to the verification by Adm. Dept. of the facts and various conditions in the draft lease agreement, the draft slightly revised and modified is in order. Blanks therein have to be correctly filled in. The lease deed has to be on appropriate stamp paper under serial 30 (a) (v) of Schedule to the Mysore Stamp Act, 1957, unless exempted and has to be registered.

A&F. Dept.)

18.4.1969

K. G. PATIL,
Solicitor & Ex-Officio
Dy. Secy., L&P. A. Dept.

R. & L. SECTION
A. & F. D.
No. 14236
Date 22 APR 1969
Section 22-23/FD

draft agreement - Note 14

The Gov. at Sl. No. 1. P/No 4, as approved by L.D may be issued. A draft letter to C.C.F is also prepared for approval

In Go no. AFD 105 FGL 67 dated the 5th October 1967, 1000 acres of land was given on lease to M/s Hyprotex Ltd on certain terms & conditions specified therein. In their letter dated the 28th January 1969 the Hyprotex Ltd requested for certain amendments to the draft lease agreement. In this connection kindly see Notes 7 to 9 and 12 and Note 13 of. The revised lease form as approved by LD is at Pages 49-52. For perusal before it is sent to CCF

24.4.69

Note 15

FD & CF Dept may be consulted re: the amendments to the Draft lease agreement

Secretary (A&F) Min. (Forests) Dy. Secy.

19/5

Sl. No. 1

Key B/P. 19 of this file

Min. of St. Forests. No. 7781 Date. 19/5.

P. 20 of

Dy. Secy., A & F No. 2617 24/4

Secy., A. & F. No. 2052 Date 24.4.69

Please dis

Dy. Secy.

Subject: File No. AFD-46-FC(L)69 M. G. S.

WD 01050—GPB—8,00,000 13-12-65

For favour of concurrence

Recd. 30/5

Note 16

The existing provisions and the proposed amendments have been juxtaposed at p. 47. The proposed amendments are based on the proceedings at pp. 43 to 45. FD may perhaps agree.

28/5/69

FD

~~FS~~

30/5

Yes.

2.6.69.

2/6

A&FD

Note 17

L.D & FD have agreed to the modified agreement to be executed by M/s Hyprotex. The letter at Sl. No. 12 to C.C.F may now be issued.

C+I deptt may be consulted in view of note 15

4/6

For remarks, 4/6/69

Secretary (A&F deptt / C+I Deptt)

6/6

2617.

R. & I. SECTION F. D. No. Date 30 MAY 1969 Section

Dy. Secy. F.D. (W & S) No. 3572 Date 30/5

Secy. F.D. No. 3468 Date 31/5

3030/FB/69

19364

R. & I. SECTION A. & F. D. No. Date 3 JUN 1969 Section

Secy., A. & F. No. 2641 Date 4.6.69

7/6

M. G. S. | Subject: | File No. AFD-46-FG-69

11

CI 2585/F69 WD 01050—GPB—8,00,000 18-12-65

2585

R. & I. SECTION
C. I. D.
No. A 11412
Date 6 JUN 1969
Section F

67/6/69

Note No. 18 Cons. 2nd Dept.

Cons. 2nd agrees with the revised agreement.

AD(F)

A. C. RAMAKRISHNA,
Under Secy., C. & I. Dept.

Note No. 19

For approval to issue the draft at P. 53 cf together with the draft agreement at Pages 5-2-49 cf. Refer notes 13, 15 and 16 nf.

23/6/69

DS

The FO and the CFD having seen the draft agreement, as per the orders under note 15 and the LO having approved the draft, the same be sent to the CCP for having executed by the Lessee.

23/6/69

Issue today

23/6/69

ISSUED
Dated 23/6/69

Subject: 'Hyprotex' **File No.** AFD 46 FGL 69 **M. G. S.**

Serial No. 13 - (Receipts) Letter dt. 3-7-69 from M/s Hyprotex towards (P.) Ltd., Bangalore.

Note No. 20

The proceedings of the meeting (1) held on 10-3-69 in the Chambers of the Min. of St. for Forests may be seen at pages 43 to 45. Relating to clause 4 (d), the decision is as at 'X' on page 45. For orders whether the interpretation of the Co. that it was agreed to delete clause 4 (d) may be accepted in consultation with (1) after getting a report from CCF

4/7/69

[File No. AFD 105 FGL 67 is placed below]

Dy. Secy. to GoI No. 3782 4/7

Let us await the remarks of the CCF on the letter, which is addressed to him: the request of the Company to delete the 'clause' 4 (d) can be considered after the CCF confirms the fact that there is no source of irrigation in the denuded area, p/u on receipt of CCF's letter

4/7/69

4.7.69

8-7-69

G. S.	Subject:	File No. 46 FHC 69 (Part-)

Sl. No. 1. U.O. Note No. CI 63 FMI 69 dated 18.3.69 from the C&I Deptt.

Sl. No. 2. U.O. Note No. CI 63 FMI 69 dated 9.4.69 from C&I Deptt

NOTE-21

After a meeting with the representatives of M/s Hy power at the chambers of the Minister for Forts, a decision has been taken to modify and to delete some of the clauses of the Agreement. The file has been submitted separately for sending it to L.D.

Accordingly a draft reply to C&I Deptt is put up for approval

18/4. Ref: D.S's remarks at Sl. No 1/8.1

16/4/69

Dy. Secy. A&P
No. 2490
18/4

Ds)

May be issued

18/4/69

Issue

18/4

ISSUED

Date 24 Feb 1989

Sl. No. 41. letter No. B3-GFL-3218/66-67 dated 8.5.69 from the C.C.I.F B&C.

WD 01050—GPB—8,00,000 13-12-65

We may await for the main file submitted

Seen on 4.6.69

The main file is in the Sr. Pl. pm mp.

16/6

20/6/69

Sl. No. 19. letter No. B3/GFL/3218/68-67 dated 2.7.69 from the CCF B'lore

Sl. No. 20. Copy of letter dated 15.7.69 from M/s Hyprotex (P) Ltd.

NOTE-22

Instructions of D/S at Sl. No. 22./P7 Sl.: (a)

(i) "P/4" Sd/- GBD
Dated 19.7.69.

The firm M/s Hyprotex has requested to permit (b)
to execute the agreement deleting clause 4(d) in anticipation of formal G.O.

(ii) with ref. to this letter dated 3.7.69, the (c) (P. 65 cp)
C.C.F. has not yet sent his remarks. He may be reminded through a D.O.

(iii) further in view of the revised sketch (d)
deleting 20.5 acres of older plantation, the C.C.F. has requested to amend the G.O. No. AFD-105-FGL69 dated 9.x.68 for recovery of Rs 27,918/- instead

(i) P44 of 105 FGL 69 FGB'

of Rs 30,353.40. we may agree with him in consultation with F.D.

(P.73 to 74) (e) (iv) Two drafts are put up for approval. After issue of the D.O. letter at Sl. No 2.0 the file may be referred to F.D with ref. to para (d) of Note 22.

29/7
29.7.69

(v) The firm in their letters dt. 3-7-69 at P.65/cf and dt.15-7-69 at P.75/c.f. have requested the C.C.F. and copy endorsed to Government for deletion of the Clause 4(d) insisted upon them in the execution of the agreement. Since conditions have been insisted upon by Government and report to this effect is still awaited from the C.C.F, It is for orders whether we may request C.C.F. to send his remarks immediately.

(vi) The C.C.F. in his letter dt. 2-7-69 at P.74/cf has reported that the firm intends to give up an area of 20.5 acres of older plantation area out of 255.5 originally included in the area of 1,000 acres and the value thereof will get reduced from Rs.30,353=40 as ordered in G.O. dated 9-10-1968 to Rs.27,918/=. The C.C.F. has also enclosed for approval of Government in his letter dt.8-5-1969*a sketch in duplicate and the same has not been attested by him. The area which has been given up as per letter dt. 2-7-'69 has not been marked in the sketch. It is for orders whether we should send back the sketch for deletion of the land and for attestation by the C.C.F. before we take action on the amendment of the G.O. for reducing the amount.

*P.72/cf.

(Contd)

30.7.69

D.S.)

Note 23

Dy. Secy., A & P
No. 4473
31/7

(1) The clause 4 (d) which is sought to be deleted by the Company is presumptive of the fact of certain Govt. Irrigation Sources in the Denuded area, the right to draw the water of which is sought to be safeguarded. But in view of the subsequent developments namely, excluding the area covered by the tanks & the tank-bed from the denuded area, there is no need to retain the said sub clause (d) in the agreement. In case the said clause is retained in the absence of any Govt. Source of irrigation in the denuded area, it might be interpretable to mean that the Company will have to supply water for irrigation from the sources which they will create for their normal operation. It's therefore desirable to delete the said sub clause as requested by the Company after ascertaining the fact that there are no Govt. Sources of irrigation in the denuded area. The C.C. & me have requested to confirm this

M. G. S. | Subject: | File No. AFD. 46. FG 69

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4473

(2) If however, the said sub clause is meant to secure right of way to water courses through the demised area, from any Govt. source above the demised area, for irrigating the land, below the said area, this purpose can be met by adding the words "water courses or field channels" to the clause 6 which relates to right of way. or the existing clause 4 (d) itself can be amplified suitably. The implied purpose may be ascertained from the CCF.

(3) The sketches may be returned to the CCF for attestation & return with clarification to the effect.

3/9/69
G. B DESHPANDE,
Dy. Secy., A. & F. Dept.

A draft letter (4) to C.C.F is put up for approval please

5/8

6.8.69

5/8

6.8.69

Note 24 12.8.69

Sl. No. 24. Refn. dated 7.8.69 of M/s Hy Power.

Instructions of D/S thereon:

(i) "P/u with file."

Sd/- G.B.D.
D/S
Dated 7-8-69

Subject: File No. AFD-46-FeL69 M. G. S.

18

(ii) The firm M/s Hy protex requests permission of Govt. to assign the land leased to it in favour of the Central Bank Ltd, for a period of 10 years for raising loan. It may not affect the lessee's (Govt) right by granting permission if there is no legal objection. It is only the lessee's lease-hold rights that would be encumbered.

(iii) The file may be referred to L.D whether to offer their opinion, in permitting the lessee on mortaging the lease-hold rights.

13.8.69

12/8/69

(iv)

16/8/69

G. B DESHPANDE,
Dy. Secy., A. & F. Dept.

Dy. Secy., A & F
No. 4792
16/8

R. & I. SECTION
LAW & P.A.DEPT.
No. 27973
Dt. 18 AUG 1969
Section 2

(v) Dept of Law & A

File is returned as desired by the U.S. A&F. in U.O Note No46 F&L69 dated 26.9.69.

26/9

pl put up immediately.

26/9

The subject mentioned in Note 24 is dealt separately in file no AFD. 430 FeL69.

L.D. (Opn. II)
No 1465 Date 18.8.69

19/8

29.8.69

19 AFD. 46. FGL 69

Sl. No-24. letter No. B3. GFL 3218/6687 dated 11.8.69

from the C.C.F. B'lnd.

NOTE-25

(i) The C.C.F has agreed to delete clause 4(d) of the agreement to be executed by M/s Hy Poultry.

(ii) The two sketches sent to C.C.F on 12.8.69 has not been returned. The C.C.F may be requested to send the same.

A draft letter is put up for approval

27/9. (iii) pl remind after 7 days if no reply is recd.

Issued 27.9.69

ISSUED
Dated 29-9

Sl. No-26. letter No. LD. 1660/Law II/69 dated 23.9.69.

NOTE-26

(i) Ref. para (iii) of Note 25.

A draft reminder is put up for approval

Law Department.

(ii) The File bearing No. AFD 46 FGL 69 is returned to A & F Department as the same ~~is missent in wrongly sent to this Department.~~ was found here.

(K.V. Govinda Raju), 27/1/70
Under Secy. to Govt. Law Dept.

LD. (Opn. II)
No. 161 Date 27.1.70

A&F Dept.)

AFD-46-Fee-L69

20

(iii) A draft D.O. reminder is put up for approval

Issue
28/8/70

Sl. No-B3/GFL/3218/66-67 dated 16.4.70 of the CCF-B'ore

We may await further report from C.C.F.

27/5/70

As no reply is so far received, a draft D.O. reminder from the n/s is put up for approval

①
P 86 off

Issue
29/7/70

Issued on 30/7/70

Sl. No. 31 D.O. letter no B3/GFL/3213/66-67 dt. 13/8/70 from C.C.F. B'ore

The letter is for perusal.

Further report may be awaited.

remind on 15-4-70
7/8/70

26/8/20

27/8/70

A draft reminder is put up for approval

Pl. issue
22/9

21 AFD.46.FGL69

Sl.No. 83. letter No. B3/GFL/3218/66-67 dated 2.11.70 of the C.C.F. B'lor

Note 27

The C.C.F has returned the sketch plans to him on 12.8.69, for attestation.

The issues involved are:

(1) In view of the exclusion of 20.5 acres of older plantations by the Company, to modify the clause 5 of the G.O. No. A FD.105.FGL67 dated 5.x.67 so as to recover the cost of plantations Rs 27,918 only instead of Rs 30,353-40 ordered to be recovered, as reported by C.C.F.

(2) To delete clause 4(d) of the agreement as agreed by C.C.F

(3) Accordingly a draft amendment is put up for approval

DS) 18/11/70.

(4) Please put up a typed draft as modified, for consulting the L.S.

19/11/70.

20/11/70

(5) The typed draft is put up for approval

DS) 23/11/70

Dy. Secy., A & F No. 70 8/1 18/11.

Dy. Secy., A & F No. 23/11.

AFD 46 FGL 69 7144-22

(6) For perusal of the draft amendment @ Page 94 and advice.

24/11/70

L D)

Note.28.

No.LAW 6702/V/70. Dept. of Law & Parlm. Affairs, Litigation-I.

The Adm.Sectt. is requested to kindly set out the facts and the points on which the opinion is required, as provided in rule 58(2) of the Mysore Govt. Rules ofBusiness".

(C. N. Srinivasappa)
Under Secy. to Govt. Law Dept.

A & F Dept.

5/12

Sri R 8/12

Note.29.

Ref. Note.27&28

AFD 9383 FA 70
40788 9/12/70

(1) An extract of Rule 58(2) of the Mysore Govt. Rules of Business is placed below

Submitted with ref. to Note.28.

The draft is proposed w.r.to page 73 and 78 of

15/12

17/12

Pl. discuss.
17/12/70

Discussed 18/12

(1) Flag 'X'

(ii) In G.O. No. AFD·105·FGL69 dated 5·x·67, an area of 100 acres of land within Ramadevarahalla and Thirumadevaserugudda S.F of Balur Range in Hassan was ordered to be leased to M/s Hypnotex (P) Ltd, Bangalore, for setting up a farm, subject to certain terms and conditions.

(iii) The draft lease agreement as approved by L.D, was returned to C.C.F to be got executed by the firm, on 23·6·69.

(2) p63.

(iv) The cost of plantation, in area of 135 acres amounting Rs 30,553·40, together with the interest was ordered to be recovered from the lessee in G.O. No. AFD·105·FGL69 dated 9·x·68.

(2) Flag 'Y'

(v) As an area of 20·5 acres of plantation was excluded by the lessee, the C.C.F has requested to order recovery of only Rs 27,918/- instead of Rs 30,353·40.

(3) p74

(vi) As there are no sources of irrigation in the demised area or any rights of way to

AFD. 46. RGL 69

with Sources through the demised area, the C.C.F in his letter dated 11.8.69 has requested to delete clause 4(d) of the agreement.

(vii) Accordingly with ref to para (v) and (vi) of Note 29, a draft amendment was put up for approval and the file was referred to L.D for their advice.

for kindly scrutinising the draft amendment at page 94 of C.7.

L.R.A. dept

21/12/70

DEPARTMENT OF LAW AND
PARLIAMENTARY AFFAIRS.

5435/ADS.

Note 30

1) The Government Orders dated 5th Oct. 1967 and 9th Oct. 1968 do not contain the provision to allow water from the demised land to feed the cultivated areas beyond the State Forest limits as laid down in clause 4 (d) of the agreement. Therefore, there is no need to issue a G.O. for deleting the said clause from the agreement. It would be sufficient if the said clause is deleted from the agreement.

2) Though the proposed clause 1 is in order, it would be more appropriate and sufficient if the clause provides for mere substitution of the amount from Rs. 30,353=40 by Rs. 27,918/-.

29-12-70

(B. BYRAPPA)
Addl. Solicitor & Ex-Officio D.S.,
Dept. of Law & Parl.Affairs.
29-12-1970

A&F Dept.)

AFD-46-FEL 69

25

Note-31.

Ref. Note-30.

With ref. to (1) a draft letter is put up for approval.

With ref. to (2) the proposed draft at P94 is in order. As suggested by L.D it may not be correct to substitute the amount from Rs 30,353-40 by Rs 27,918 in G.O. No AFD-105-FEL 67 dated 9-X-68, as the preamble of the same would be contrary.

Therefore the proposed draft at P94 after deleting clause 2 may be approved.

for approval.

DS) 13/1/71

13/1

12/1

Dy. Secy. A&F
No. 223
15-1-71.

Issue the draft Letter @ page 95 and issue the draft G.O. as detailed.

16/1/71

May be recorded B.

20/1

20/1/71.

26/98

PROCEEDINGS OF THE GOVERNMENT OF MYSORE.

Sub: Release of 1000 acres of land within Ramadevershalla and Thirumaladevaragudda State Forest, Belur Range in favour of HYPROTEX FOODS(P) LTD., on lease basis.

Read: Govt. Order No. AFD 105 FCL 67 dated 5-10-67 sanctioning the lease of 1000 acres of forest land under the terms and conditions mentioned therein.

(2) Govt. Order of even number dated 9-10-1968 substituting condition No.5 of the Government Order dated 5-10-67.

ORDER NO.AFD 46 FCL 68,
DATED BANGALORE THE 18TH JANUARY 1971.

With reference to letters No.B3/GFL/3218/66-67 dated 2-7-1968 and dated 8/11-6-1969 of the Chief Conservator of Forests in Mysore, Bangalore and in supersession of Govt. Order dated 9-10-1968 the Governor of Mysore is pleased to order that the condition No.5 in Govt. Order dated 5-10-67 will read as below-

"The Grantee should pay Rs.27,918 (Rupees twenty seven thousand nine hundred and eighteen) together with the interest representing the cost of plantation before taking possession of the land".

ISSUED
Date 18-1-1971

(T.A.Srinivasan)
Under Secretary to Government,
Agriculture & Forest Department.

To
The Chief Conservator of Forests(General) in Mysore, B'lore.
The Commerce & Industries Department.
Sri J.S.Transiso, Managing Director, M/s.Hyprotex Foods (P)Ltd., 592,Palace Upper Orchards, Bangalore-6.

hns/13-1/Ses.

27 97

GOVERNMENT OF MYSORE

No. AFD 46 FGL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 18th Jan. 1971.

FROM

The *Secretary to the Government of Mysore*
Agriculture & Forest Department.

To

The Chief Conservator of Forests
(General) in Mysore, Bangalore.

Sir,

Sub: Release of 1000 acres of land within Ramadevarhalla and Thirumaladevargudda State Forest, Belur Range in favour of M/s. Hyprotex Foods (P) Ltd., on lease basis.

With reference to your letter No.B3/GFL/S218/66-67 dated 8/11-8-1969, on the subject mentioned above, I am directed to state that clause 4(d) of the agreement executed by M/s. Hyprotex (P) Ltd., is deleted.

Yours faithfully,

(M.A.Srii vasan)
Under Secretary to Government,
Agriculture & Forest Department.

Copy to Sri J.S.Fransisco, Managing Director, Hyprotex Foods (P) Ltd.,592, Palace Upper Orchards, Bangalore-6.

ISSUED

Date 18-1-1971

hns/18-1/

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

SUB; Release of 1000 acres of land within Ramadeverahalla and Thirumaladevaragudda State Forest, Belur Range in favour of HYPROTEX Foods (P)Ltd. on lease basis

--

Read:- G.O.No.AFD 105 FGL 67 dated 5-10-1967 sanctioning the lease of 1000 acres of forest land under the terms and conditions mentioned therein.

2. G.O. of even No. dated 9-10-1968 substituting condition No.5 of the G.O.dated 5-10-1967.

--

ORDER NO. AFD 46 FGL 69

BANGALORE, dated,the 16th January 1971

With reference to letters No. B3/GFL/3218/66-67 dated 2-7-1969 and dated 8/11-8-1969 of the Chief Conservator of Forests in Mysore, Bangalore and in supersession of G.O. dated 9-10-1968 the Governor of Mysore is pleased to order that the condition No.5 in G.O. dated 5-10-1967 will read as below:-

"The Grantee should pay Rs.27,918 (Rupees twenty seven thousand nine hundred and eighteen) together with the interest representing the cost of plantation before taking possession of the land."

Under Secy. to Government
Agriculture and Forest Department

To
The C.C.F (Gl)
The C.&. I. Deptt.
Sri J.S.Fransico, Managing Director,
M/s. Hyprotex Foods (P)Ltd.,
592, Palace Upper Orchard
Bangalore-6.

Sl. No. 36

Sub: asas p95.

29

95

AFD. 46. FEIL

CCF,

With ref. to your letter No B3/GFL/3218/66-67 dated 8/11-8-69, in the subject mentioned above, I am directed to state that the clause 4(d) of the agreement executed by M/s Hyproteex (P) Ltd is deleted.

① p78

7/1

13/1/71

u/s Adv

Copy to: Sri J.S. Francisco, Managing Director, Hyproteex Foods (P) Ltd ~~B, King Street, B'lore-24~~ 592, ~~Palace~~ upper Orchards, Bangalore-6

Sl. No. 35 — 94

30

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

Sub: Release of 1000 acres of land within Ramadevarhalla and Thirumaladevargudda State Forest, Belur Range in favour of HYPROTEX Foods (P) Ltd., on lease basis

ORDER NO.AFD 46 FGL 69,
DATED:BANGALORE:THE NOV. 1970.

With reference to letters No. B3/GFL/3218/66-67 dated 2-7-1969 and dated 8/11-8-1969 of the Chief Conservator of Forests in Mysore, Bangalore and in ~~partial modification~~ supersession of Govt. Order No.AFD 105 FGL 67 dated 9-10-1968 the Governor of Mysore is pleased to accord sanction :-

(1) To the substitution of existing condition 5 of the Govt. Order No.AFD 105 FGL 67 dated 5-10-67 by the following condition:

"The Grantee should pay Rs.27,918, (in words) together with the interest representing the cost of plantation before taking possession of the land and

(2) To delete the clause 4(d) of the afore mentioned agreement which reads as follows:

"(d) allow water from the demised land to feed the cultivated areas beyond the State Forest Limits".

To delete

23/11/70

U/S., A & F.D.

To

The C.C.F.(Gl.)
The C & I.
Sri J.S.Fransisco, Managing Director, Hyprotex Foods (P) Ltd., 13, King Street, Bangalore-25.

PROCEEDINGS OF THE GOVERNMENT OF MYSORE.

Sub: Release of 1000 acres of land within Ramadevarabetta and Thirumaladevaragudda State Forest Balur Range in favour of HYPROTEX Foods (P) Ltd - on lease basis -

ORDER NO. AFD. 46. FGL 69

BANGALORE DATED THE NOVEMBER TO

With ref. to letters No. B3/GFL/3218/66-67 dated 2.7.69 and dated 8/11-8-67 of the C.C.F. in Mysore, the Government of Mysore is pleased to accord sanction (i) To the substitution of existing condition 5 of the G.O. No. AFD. 105. FGL 67 dated 9.x.68 by the following condition:

"(5) The grantee should pay Rs 27,918 (in words) together with the interest representing the cost of plantation before taking possession of the land. and

(ii) to delete the clause 4 (d) of the agreement which reads as follows:

"(d) allow water from the demised land to feed the cultivated areas beyond the State Forest limits."

To CCF
C&F
Sri J. S. Francisco, Managing Director, Hyprotex Foods (P) Ltd 13, King Street, B'lore-25

AFD 8311 PA 70 32 92
3/11/70

No.B3/GFL/3218/66-67.

Chief Conservator's Office
Bangalore:Dated: 2-11- 1970.

To

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

SECTION
A.F.D.
-3 NOV 1970

p 77. p 90.

Sub:-Lease of 1000 acres of land, within Ramadevarahalla and Thirumaladevara Gudda State Forest in Hassan Dist.
Ref:-Your No.AFD-46-FGL-69 Dated 12-8-69. and 22-10-69 70

With reference to para 2 of your above quoted letter, I am enclosing herewith the sketch duly attested by the Divisional Forest Officer,Hassan, for further action.

42001

3/11

Yours faithfully,

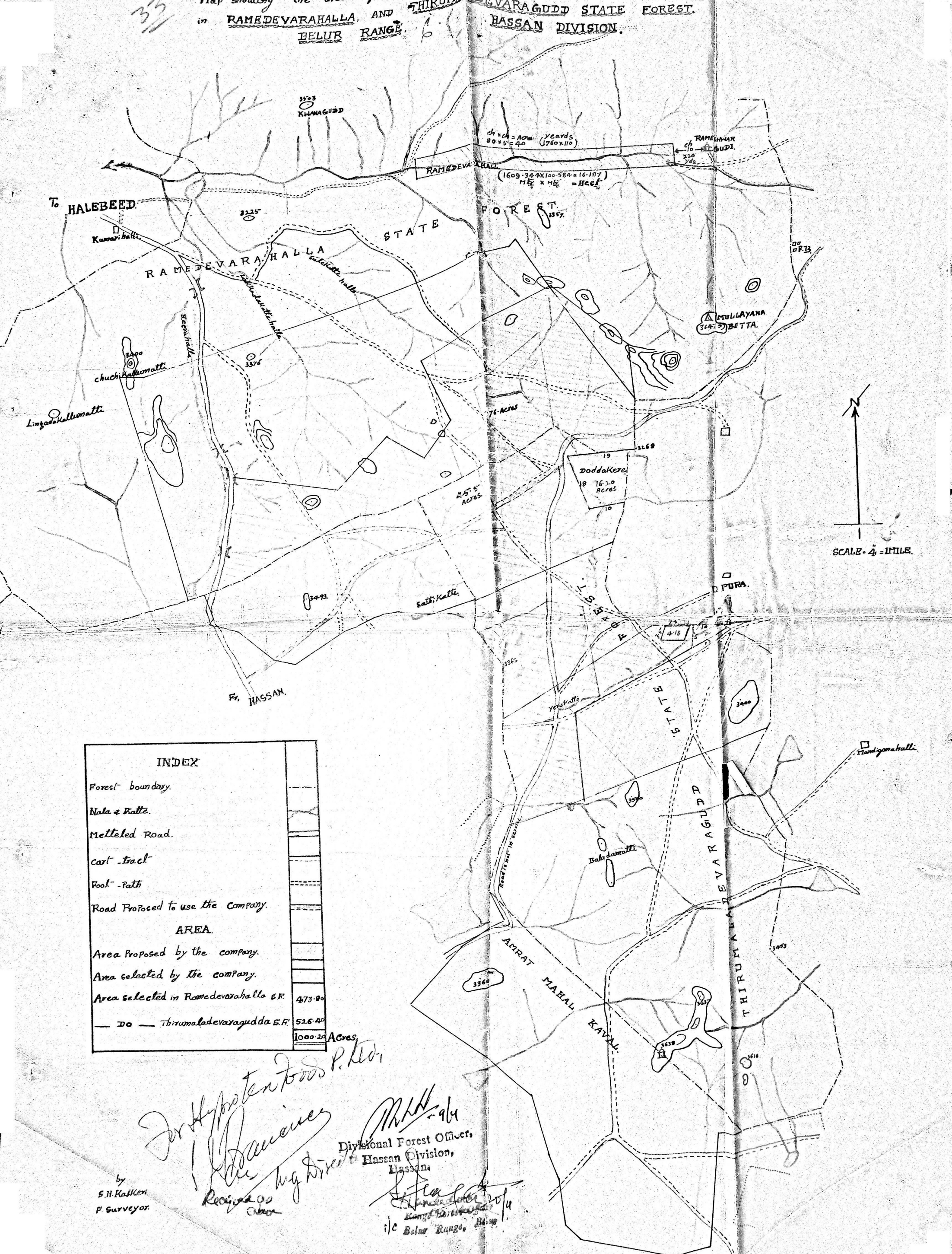
Chief Conservator of Forests

N.

Sri R
3/4

33

Map showing the area ... THIRUMALADEVARAGUDD STATE FOREST. in RAMEDEVARAHALLA AND BELUR RANGE. HASSAN DIVISION.



INDEX	
Forest boundary.	
Nala & Katte.	
Metteled Road.	
cart - track	
Foot - Path	
Road Proposed to use the Company.	
AREA.	
Area Proposed by the company.	
Area selected by the company.	
Area selected in Ramedevarahalla S.F.	473·80
— DO — Thirumaladevaragudda S.F.	526·40
	1000·20 Acres

by
S.H. Kalleri
F. Surveyor.

For Hyderabad Tobacco P. Ltd.
Managing Director

Divisional Forest Officer,
Hassan Division,
Hassan.

Range Forest Officer
i/c Belur Range.

S/·M·32

34 90

GOVERNMENT OF MYSORE

No. AFD 46 FGL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 22nd. Oct. ....1970 .

FROM

The Secretary to the Government of Mysore,
Agriculture & Forest Department.

To The Chief Conservator of Forests
(General) in Mysore, Bangalore.

Sir,

Sub: Lease of 1000 acres of land within Ramadevarahalli & Thirumaladevaragudda S.F. in Hassan Division.

With reference to your letter No.B3/GFL/3213/67-67 dated 13-8-1970 on the above subject, I am directed to request you to furnish the information promised therein immediately.

Yours faithfully,

(B.G. Basappa)
i/c Section Officer,
Agri. & Forest Department.

hns/22-10/

Sl. No. 32 35 89

~~Ex~~.No.AFD 46 FEL 69

Mysore Government Secretariat,
Vidhana Soudha,
Dated, Bangalore,.....

.....~~Reminder~~

From

The Secretary to the Government of Mysore,
Agriculture & Forest Department.

To

The Chief Conservator of Forests (General)/(~~Development~~)
Bangalore.

Sir,

Sub:- ..... as at P88 ct .....
.....
.....

~~With reference to Government letter No.~~...../
Your letter No.B3/4F2/3213/66-67...dated..13.8.70.....
on the above subject, I am directed to request you to furnish
~~your further report~~/the information ~~called for therein early~~.
promised therein immediately

Yours faithfully,

Section Officer,
Agriculture & Forest Department.

mvds/810/

36 AFD 6185 FA 70 14/8/70 88

S.K. VARADARAJ. B.Sc.(Hons)M.F.(WASH).,
Addl. Technical Assistant to the Chief
Conservator of Forests in Mysore,
Bangalore-1.

New Public Offices,
Bangalore - 1,
Dated/ 13/8/70

D.O.No.B3/GFL/3213/66-67.

Sl. No. 31

Dear Sri Srinivasan,

Sub: Lease of 1000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest in Hassan Division.

Please refer to your D.O.letter No.AFD 46 FGL 69 dated 30-7-70, addressed to the Chief Conservator of Forests, on the above subject. → P87

I am still awaiting the sketches from the Divisional Forest Officer, Hassan. He has been reminded in the matter. As soon as it is received, the same will be submitted to the Government.

13/8/70

Yours Sincerely,

(S.K. Varadaraj.)

13/8/70.

Shri M.A.SRINIVASAN,
Under Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

M.A.Srinivasan,

Sl. No. 30

37

87

Agriculture
and Forest

29th July 70.

AFD 46 FGL 69.

Dear Sir,

Sub: Lease of 1000 acres of land within Ramandevarahalla & Thirumaladevaragudda State Forest in Hassan Division.

Please refer to Government letter of even number dated 29-9-1969 and subsequent D.O.reminder of even number dated 3-4-1970 from the Section Officer to the Additional Tech. Assistant and your interium letter No.B3/GFL/32/8/66-67 dated 16-4-1970, on the subject cited above.

I am desired to request you to expedite the reply in the matter.

Yours sincerely,

Sri Y.M.L.Sharma,
Chief Conservator of Forests
in Mysore, Bangalore.

S. No. 30
Sub: asan p84 c/f

38 86

AFD. 46. FGL 69

Dear Sir,

Please refer to G.I. L even no. dated 29.9.69 and subsequent D.O. reminder of even no. 3.4.70 from the S.O. to the A.T.D. and your interim reply letter no B3/GF-2/32/8/66-67 dated 16.4.70, on the subject cited above.

I am desired to request you to expedite the reply in the matter.

(1) p80 c/f
(2) p84 c/f
(3) p85 c/f

Yours
9/7/70

Sri Y.M.L. Sharma
CCF

(M/S)

ISSUED
Date 30.7.70

28/7

Sl. No. 29

39 85

D.G. WESLEY. B.Sc.(Hons)B.Sc.,F.(EDIN).,
Addl. Technical Assistant to the
Chief Conservator of Forests
in Mysore, Bangalore.

New Public Offices,
Bangalore-1,
Dated/ 16-4-70

D.O. No.B3/GFL/3218/66-67.

Dear Sri. Balasubramanyam,

Sub: Lease of 1000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest in Hassan Division.

2628/FB/70
17/4/70

Please refer to D.O.Letter No.AFD 46 FGL 69, dated 3-4-70, from the Section Officer, Agriculture and Forest Department, on the above subject.

I am still awaiting the sketches from the Divisional Forest Officer, Hassan. He has been reminded in the matter. As soon as, it is received, the same will be submitted to Government.

Yours Sincerely
(D.G.Wesley.) 15/4

16/4/70

Shri S.BALASUBRAMANYAN,
Under Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

Sl. No. 28 410 84

N.Chantha Raju,
Section Officer,
Agri. & Forest Department.

Vidhana Soudha,
Bangalore,
Dated: 3-4-70

D.O.No.AFD 46 FGL 69.

Dear Sir,

Sub: Lease of 1000 acres of land within Ramandevarahalla and Thirumaladevaragudda State Forest in Hassan Division.

Please refer to Government letter of even number dated 29-9-1969, on the subject mentioned above.

I am desired to request you kindly to expedite the reply in the matter.

Yours sincerely,

7/4/70

Sri D.G.Wesley,
Additional Technical
Assistant to the Chief
Conservator of Forests
in Mysore, Bangalore.

Sl. No. 28

Sub: as at Sl. No. 25

83

AFD. UG. FOLDS

Dear Sir,

Please refer to G.L. (1) of even no. dated 29.9.69, on the subject mentioned above.

I am desired to request you kindly to expedite the reply in the matter.

(1) P.Pad

ISSUED
Date 3-4-70

29/3/70
(S.A.K.)

Yr D.C. Weekly

ATA

Sl. No. 27

Sub: as at Sl. No 25

82

42

AFD-46-FCL69

CCF,

In invoking ref. to

(1)

Sl. No. 25

G.2 of even no. dated 29.9.09 (1), on the subject mentioned above, I am directed urge you to expedite the reply in the matter

.J/1

S.O. A&F

Sl. No. 26.

43 8/

GOVERNMENT OF MYSORE

35707

Mysore Government Secretariat,
"Vidhana Soudha",

No.AFD 46 FGL 69 (part). 5547/FR/69. Bangalore, dated the 22nd Sept. 69.

SECTION
L.&P.A.DEPT.
332/69
22 SEP 1969
Section 2

U.O.NOTE

Sub:- Lease of land to M/s Hyprotex within Ramadevarahalla and Thirumaladevargudda State Forest, Hassan District.

Ref:- This Department U.O.Note No.AFD 46 FGL 69 (part) dated 8th September 1969.

-xxx-

With reference to the above, Law Department is requested to return this Department File No.AFD 46 FGL 69 immediately along with their remarks, as it is urgently requested.

(M.Arya Mitra) 22-9-69
Under Secretary to Government,
Agriculture and Forest Department.

L.D. (Opn. II)
No 1660 Date 22.9.69

PBL 23/9
Sri N.R.H
23/9

To
Law Department.

chc.22.9.69

45

No.AFD 46 FGL 69(Part) Agri. & Forest Department,
Forest 'B' Sn.,

Dated: 8-9-69

U.O.NOTE.

R. & I. SECTION
LAW & P.A.DEPT.
No. 31605
Dt. 10 SEP 1969
Section 2

Sub: Lease of land to M/s.Hyprotex within Ramadevarahalla and Thirumaladevargudda State Forest, Hassan District.

Law Department is requested to return this Department file No.AFD 46 FGL 69 which was sent to them on 16-8-1969 along with their remarks.

R. & I. SECTION
A. & F. D.
No. 41261
17 NOV 1969
6414/7B/69

(M.Arya Mitra)
Under Secretary to Government,
Agriculture & Forest Department.

To
Law Department.

The File LD 1465 opn II was submitted to under secretary on 26-8-1969

17/11

12/9

P.T.O.

sd

~~LD 1465~~

1660/Land II/69

(6)

sd.

The File no LD 1465 was submitted under Secretary on 26/8/1969.

Pl. bring up with file

sd.

23/9 The file was taken back by ~~[illegible]~~ A & R Dept on 26/9/69.

29/9

29/9.

(A & R)

Sm. H.K.R.

3-10-69.

46

1605/Law-II/69

The above said file no. AF 46 F&L 69 has been returned to A. and F. Deptt on 26.9.69. Under Diary no 1465/Law-II/69. Hence this may be returned to A & F. Deptt.

(6)

15th Nov

S.O.
A & F Deptt

S.S.O. 15/XI/69
Law-II

A. H.K.R.
18-11-69

S1.M.25

GOVERNMENT OF MYSORE

17 80

No. AFD 46 FGL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 29.9.1969.

FROM

The Secretary to the Government of Mysore,
Agriculture & Forest Department.

To The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Lease of 1000 acres of land within Ramadevarabetta and Thirumaladevaraguddu State Forest in Hassan Dn.

With reference to your letter No.B3.GFL.3213/66-67 dated 11-8-1969, on the subject mentioned above, I am directed to invite reference to Government letter of even number dated 12-8-1969 and to request you kindly to return the sketches in duplicate after it is duly attested, effecting necessary corrections immediately.

Yours faithfully,

29/9

(M.Arya Metre)
Under Secretary to Government,
Agriculture and Forest Department.

Copy to the Divisional Forest Officer, Hassan with a request to send the particulars immediately through Chief Conservator of Forests if not already sent.

---

hns/29-9/

Sl. No. 25.
Sub: as at Sl. No. 24/P.78

79

48

ISSUED
Dated 29-9-69

AFD. 46. FCL 69

CCF,

With ref. to your letter No. B3. GFL. 3218/6.6.69 dated 11.8.69, on the subject mentioned above, I am directed to invite ref. to G.L of even no. dated 12.8.69 and to request you kindly to return the sketches in duplicate after it is duly attested, affecting/necessary corrections immediately.

(1) Sl. No. 24

(2) P. 77.

J/f

Copy to the D. Fo. & Utkram,
with a request to send the particulars immediately through CCF if not already sent

29.9.69
U/S Adv

S/. No 24 46 PGL 69

49

C.F. No. 45]

GOVERNMENT OF MYSORE

OFFICE OF

THE CHIEF CONSERVATOR OF FORESTS

IN MYSORE: BANGALORE.

No. B3.GFL.3218/66-67

Encls.

Date 8-8-69.

To

28695

The Secretary to Government,

Agriculture and Forest Department,

Bangalore.

R. & I. SECTION
A. & F. D.
No. 4364/7 P/69
Date 12 AUG 1969
Section

Sir,

Sub; Lease of 1000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest in Hassan Dn.

Ref: Letter No.Nil dt.3-7-69 from M/s.Hyprotex Foods Private Ltd., addressed to this office and copy endorsed to Government

There is no objection to delete the Clause 4(d) of the agreement since the ~~lands~~ tanks are deleted from the area now leased out in favour of M/s.Hyprotex Foods Products(P) Ltd.,

Yours faithfully,

D. Ranjundappa 11/8

Chief Conservator of Forests.

Sl. No 2 B

50 77

GOVERNMENT OF MYSORE

No. AFD 46 FGL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 12-8-1969.

FROM

The *Secretary to the Government of Mysore*
Agriculture & Forest Department.

To

The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Lease of 1000 acres of land in Ramedevarahalla and Thirumaladevaragudda State Forest in Belur Range, Hassan District for the multipurpose Food Project etc.

With reference to your letter No.B3.GFL.3218/66-67 dated 2-7-1969, on the subject mentioned above, I am directed to intite reference to representation dated 15-7-1969 and 3-7-1969 of M/s. Hyprotex made to you and to request you to ~~inx~~ indicate whether there are any Government sources of irrigation in the demised area or any right of way to water courses through the demised area from any Government source above the demised area for irrigating the lands below the area.

The sketch which has been sent by you under your letter dated 8-5-1969 has not been attested and the area which has been given up as per your letter dated 2-7-1969 has also not been marked in the sketch I am directed to request you to return the sketches after marking the area given up duly attested. The sketchs in duplicate are returned.

Early compliance is requested.

Yours faithfully,

11-8-69.

(M.Arya Mitra)
Under Secretary to Government,
Agriculture & Forest Department.

hns/11-8/

Sl. No. 23

Sub: as at Sl. No. 19/P.74.

16

51

AFD-46-Fe.L69

CCF,

With ref. to your letter No. B3-GFL-3218/66-67 dated 2.7.69, on the subject mentioned above, I am directed to invite ref. to representation dated ~~17.4.69~~ 15.7.69 of M/s Hyprotex made to you and to state ~~that the clause 4(d) which is sought to be deleted by the company~~ request you to indicate ~~that~~ whether there are any Govt sources of irrigation in the demised area or any right of way to water courses through the demised area, from any Govt source ~~of~~ about the demised area for irrigating the lands below the said area.

① Sl. No. 19

② Sl. No. 20

③ Sl. No. 13(a)

71

The sketch which has been sent by you under your letter dated 8.5.69 (4) has not been attested and the area which has been given up as per your letter dated 2.7.69 has also not been marked in the sketch. ~~The~~ I am directed to request you to return the sketches after duly attesting the area given up marking the sketches in duplicate for return. Early compliance is requested.

5 (4)
81.M.18

8-8-69

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

Sub: Release of 1000 acres of land within Ramadevarahalla and Thirumaladevaraguddy State forest Beluru Range in favour of M/s HYPROTEX Foods (P) Ltd - on lease basis.

ORDER No. AFD. 46-FGL 69

BANGALORE ~~DATED~~ THE ~~July~~ AUGUST 69.

Cite ref. to the letter No. B3/GFL/3218/66-69 dated 2.7.69, on the subject mentioned above, the Governor has been pleased to accord sanction for the ~~deletion of~~ substitution of condition 5 of the G.O. No. AFD 105-FGL 69 dated 9.X.68 by the following condition.

(5) The grantee should pay Rs 27,918/- (in words) together with the interest representing 1/4 cost of plantations before taking possession of the land

UCS AGF

To

CCF

C&I Defr

Sri J.S. Francisco, Managing Director, Hyprotex Foods (P) Ltd 13, King Street, B'lr-25

29.7.69

Sl. No. 21

Sub: asar 20

54 73

AFD-46-Fea L 69

Dear Sir....

Please refer to letter dated 3.7.69 & 15.7.69 of M/s Hyprotex (P) Ltd addressed to you on the subject mentioned above.

I am desired to request you kindly to expedite the matter.

Yours faithfully

Y./S

D.C.B.A. 6.8

Sri D. Nanjundappa

29.7.69

CCA

Sl. No. 20

Grams: HYPROTEX

Phone: 74902

HYPROTEX FOODS PRIVATE LIMITED

Reg. Office
592, Palace Upper Orchards,
~~13, KING STREET~~
BANGALORE - 25

R.&L. SECTION
A.&S.D.
No.
Date 15 JUL 1969
Sign.

25557

3810/7B/69.

July 15, 1969.

The Chief Conservator of Forests,
New Public Offices,
BANGALORE -6

Dear Sir,

RE : Lease of 1000 acres of land within
Ramedevarahalla & Thirumaladevaragudda
State Forests in Hassan.

.....

Sl. No. 13/p.654

Further to our letter of the 3rd. July 1969, we have to inform you that we have not received any official communication from you with regard to deletion of Clause 4(d) from the draft agreement. We trust that you will take necessary steps to delete this clause from the agreement. In the meantime, in order to give effect to our scheme and avoid any inordinate delay, we shall go ahead with the execution of the agreement with the hope that you will delete this clause subsequently by separate Government Order.

Thanking you,

Yours faithfully,
For HYPROTEX FOODS PRIVATE LIMITED

Managing Director,

No. 1401
19/7

C.C.: 1. Sri G.B.Deshpande, Deputy Secretary to the Govt.of Mysore, Department of Forest and Agriculture, Vidhana Soudha, Bangalore.

2. The Divisional Forest Officer, Hassan.

Sl-N 79 56 74

C.F. No. 45]

GOVERNMENT OF MYSORE

OFFICE OF THE

No. B3-GFL/3218/66-67 Chief Conservator of Forests

Encls. one in Mysore, Bangalore.

To Date 2/7/69

The Secretary to Government,
Agriculture and Forest Department,
Bangalore.

R. & I. SECTION
F.D.
No.
Date 3 JUL 1969
Section

Sir. 23264

Sub: Lease of 1000 acres of land in Ramedevarahalla and Thirumaladevaragudda State Forest in Belur Range, Hassan District for the multipurpose Food Project etc.

3507/FR/3

- - - - -

In continuation of this office letter quoted above, I enclose herewith a copy of letter No.FSR-MIS-4/66-67 dated 20.5.69 of the Divisional Forest Officer, Hassan for perusal. (1) P 73 c/f

Since as per the revised sketch sent to Government for their approval the firm intends to give up 20.5 acres of older plantation area out of 255.5 originally included in the area of 1,000 acres. The cost on raising the plantation recoverable from the firm gets reduced. (2) P 74 c/f

I, therefore request you kindly to order recovery of only Rs.27,918/= instead of 30,353=40 ordered in G.O. dated 9.10.68. (3)

Yours faithfully,

D. Ranjundappa
CHIEF CONSERVATOR OF FORESTS.

Sl. No. 19(A) 57 73

Copy of the letter No. FSR.MIS.4/66-67 dt.20.5.59 from the Divisional Forest Officer, Hassan Division, Hassan, and addressed to the Chief Conservator of Forests, Bangalore.

- - - - - -

Sub: Lease of 1,000 acres of land in Ramedevarahalla and Thirumaladevargagudda State Forest in Belur Range Hassan District for the multipurpose Food Project etc.,

- - - -

In continuation of this office letter of even No. dt.17.4.'69 it is bring to your kind notice, that the total older plantation is 75 acres in Ramedevarhalla State Forest and 160-00 acres in Thirumaladevaragudda State Forest (Total 235 acres) has been selected by the Managing Director of the Company. The sketch of the same has also been submitted for your kind perusal. I therefore request you to please bring this the notice of the Government for approval of the area selected by the Company and the amount of compensation reduced to that extent as under.

The copy of the letter No. 66/69 dt.6.3.'69 (received in this office on 6.5.'69) of the Public ~~Xxxxx~~ Prosecutor and Government Pleader Hassan is enclosed herewith for kind perusal.

Compensation for plantation ordered vide G.O. No. dt.9th Oct,'68. Now to be reduced on the company has relinquished 20.5 acres.	30,353-40
Compensation finally to be recovered, (Excluding interest).	2,435-40
Total:	27,918-00

255 20/6 27

/ copy /

Sl. No 18 Secy 4/6 58 72

No. B3.GFL-3218/66-67. Chief Conservator's Office,
Sl sketch Bangalore, dated, 6th May, 1969.
8

To

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

Sir,

2547/AB
9 MAY 1969
16396

Sub: Lease of 1000 acres of land within Ramedevarahalla and Thirumaladevaragudda State Forest in Hassan District for the ~~Pixlu/ur~~ Multipurpose Food Project. etc.,

Ref: Your No.AFD 46 FGL 69 dated 3-3-69. (1)

Sl. No 6

Sl. H.K.R

With reference to the discussion in the Chambers of the Hon'ble Minister of State for Forests on the above issue held on 10-3-69, I am enclosing herewith a sketch in respect of the area finally selected by M/s. Hyprotex Foods (P) Ltd., as submitted by the Divisional Forest Officer, Hassan for approval of Government.

The revised conditions approved in the case are yet awaited and may kindly be issued early.

Yours faithfully,

D. Nanjundappa 7/5

CHIEF CONSERVATOR OF FORESTS.

9 5 69

Sl: W17 59 570

No.AFD 46 FGL 69(Part)

Agriculture & Forest Department,
'Forest B',

DATED: 21-4-69

U.O.NOTE.

Sub: Lease of 1000 acres of land to M/s.Hyprotex Foods Private Ltd., No.13 King Street, Bangalore-25.

Ref: U.O.Note No.CI 63 FMI 69 dt: 18-3-69.

The matter is still under consideration.

19.4.69

(N.Shantha Raju)
Section Officer,
Agri. & Forest Department.

C & I Department.

Sl. No. 3 16

Sub: as at Sl. No. 1.

60 69

U.O. NOTE

Ref: U.O. Note No. CL 63 FM I 69 dated 18.3.69

AFD 46-Fa I 69 (Pars)

A meeting was convened during last month March '69 in the chambers of the Minister for Forests along with C.C.F & a representative of M/s Hy proteins and it was decided to modify some of the clauses and to delete some of the clauses of the Agreement. Accordingly further action has been taken.

The matter is still under consideration

9/4/69
S.O. A&F

C&L Defn

S1.No.X15 61 68

No.CI 63 FMI 69

Commerce and Industries Department,
Vidhana Soudha,
Bangalore dated 9th April, 1969

R. & I. SECTION
A. & F. D.
No. 2091 FB
Date 14 APR 1969
Section.....

13197

U.O. NOTE.

Sub: Lease of 1000 acres of land to M/s. Hyprotex Foods Private Ltd., No.13, King Street, Bangalore.25.

Ref: C&I Deptt.'s U.O.Note No.CI 63 FMI 69 dt.18.3.1969.

The Agriculture and Forest Department is requested kindly to intimate the present position of the case immediately.

(H.L. Lingaraj Urs)
Deputy Secretary to Government,
Commerce & Industries Department.,

FB

Agriculture & forest department

RRao/-

S(.M.14/P.1

62 67

GOVERNMENT OF MYSORE

No. CI 63 FMI 69.

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, dated 18th March 1969.

R.&A. SECTION
10540
1742/PB

U.O. Note.

Sub:- Lease of 1000 acres of land to M/s. Hyprotex Foods Private Ltd. No.13, King Street B'lore-25.

Ref:- Govt. Order No.AFD 105 FGL 67 dated 5.10.1967.

-.-.-

Dy. Secy., A&F
No. 653
24/3

A copy of the letter No.P&D/1651/65-66 dated 10.2.1969 from the Director of Industries and Commerce, is enclosed. The Agriculture and Forest Department is requested to furnish their remarks on the suggestion of the Director of Industries and Commerce. Since this subject is proposed to be included in the agenda for the meeting of the Industrial Coordination Committee, an immediate reply is requested.

(H.L. Lingaraj Urs)
Deputy Secretary to Government,
Commerce & Industries Department.

The Deputy Secretary to Govt.
Agriculture and Forest Department.

Suf/-

Sl. No. 11(A)

63 66

Copy of letter No.P&D/1651/65-66, dated 10th Febraary 1969, from the Director of Industries and Commerce, Bangalore, addressed to the Secretary to the Government of Mysore, Commerce and Industries Department, Bangalore.

-.-.-

Sub:- Lease of 1000 acres of land to M/s. Hyprotex Foods Private Limited, No.13, King Street, Bangalore-25.

Ref:- Govt. Order No.AFD 105 FGL 67 dated 5.10.67 according sanction to lease out 1000 acres of land and stipulating conditions, enclosed with your letter No.CI 18 GMI 66 dated 7th November 1967.

2. Representation dated 28.1.1969 from M/s. Hyprotex Foods Pvt.Ltd., requesting to modify the lease deed together with a copy of memorandum made to the Minister of State for Forests.

-.-.-

Please refer to Government Order dated 5.10.1967 sent along with your letter 7.11.1967 cited above.

In the above Government Order while according sanction for lease of 1,000 acres of land on lease basis for a period of 30 years to the above firm Government has stipulated conditions (paras from 1 to 11). As per condition 7, the Government has the right to impose any condition as it feels necessary in accordance with the rules in force in the Forest Demartment. This Department is not aware of the latest developments after the issue of the Government Order dated 5.10.1967 nor about the draft lease deed sent to the firm by the Chief Conservator of Forests.

In the representation dated 28.1.1969 the firm has requested for modifying certain conditions in the deed to be executed. Since legal aspects are involved in the matter regarding redrafting of deed together with additions, alterations and deletions of certain paras, I am forwarding herewith a copy of the representation together with a copy of ~~with a copy of~~ memorandum referred to above for placing it before the Industrial Co-ordination Committee for consideration, if necessary.

-.-.-

Serial No 13 64 6

Grams: HYPROTEX Phone: 74902

HYPROTEX FOODS PRIVATE LIMITED

Reg. Office
592, Palace Upper Orchards
BANGALORE-6.

3rd July, 1969

The Chief Conservator of Forests,
New Public Offices,
Bangalore-1.

Dear Sir,

Lease of 1000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest in Hassan District

864

Kindly refer to the letter FSR.MIS.4/66-67 dated 17th April, 1969 addressed by the Divisional Forest Officer, Hassan District, to you and copied to us, as per copy enclosed.

Pages 43 to 45

At the meeting held in the Hon'ble Forest Minister's Chamber on 10th March, 1969, it was agreed that the Water-tanks, which were originally included in the land granted to us by the Government, should be excluded from the lease and we should be able to develop our own water resources. It was further agreed that, in view of the exclusion of the said Water-tanks, the clause in the lease relating to the use of water to feed the cultivated areas beyond State Forest limits will be deleted from the lease.

Now we have received the draft of the lease from the Government and note that the said clause (clause 4(d)) has been retained. For your ready reference, we extract below the said clause:

> "allow water from the demised land to feed the cultivated areas beyond the State Forest limits."

In as much as it had been agreed that the said clause will be deleted, the inclusion of the said clause (clause 4(d)) in the draft lease, we think, is a mistake.

We request you to look into the matter and delete the said clause 4(d), so that the lease can be engrossed on the requisite stamp-paper without that clause.

Thanking you,

Yours faithfully,
for HYPROTEX FOODS PRIVATE LIMITED,

Managing Director.

3549/108/69
4/7/69

CC:

1. Sri G.B.Deshpande,
   Deputy Secretary,
   Department of Forests,
   Vidana Soudha, Bangalore-1.
2. The Divisional Forest Officer,
   Hassan Division, Hassan.

This has reference to our Mr.Francisco's discussion with you yesterday, 2nd July, 1969.

S1-M53(A)

65 64

C O P Y.

No.FSR.MIS.4/66-67

Office of the Divisional Forest Officer, Hassan Division, Hassan, Dt.17/4/69

To: The Chief Conservator of Forests in Mysore, Bangalore.

Sir,

Sub: Lease of 1000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest in Hassan District for the Multipurpose Food Project etc.

- - - - -

As discussed in the meeting held in the Hon'ble Forest Minister's Chamber in the month of March 1969, the Managing Director of the Company had gone over to the spot on 26-3-1969 with this Office Surveyor and the sketch enclosed herewith was got prepared on the spot showing the area to be deleted and the area to be included in the leased area has been finally accepted.

The same may please be got approved by the Government. Further a copy of the accepted conditions may please be sent to this office for taking the agreement from the party.

Yours faithfully,

Sd/-
DIVISIONAL FOREST OFFICER
HASSAN DIVISION, HASSAN.

Copy with the sketch is submitted to the Conservator of Forests, Mercara, for favour of kind perusal.

Copy with the sketch is forwarded to the Range Forest Officer, Belur, for information.

Copy with sketch is transmitted to the Managing Director of the company for information.

Sd/-
DIVISIONAL FOREST OFFICER,
HASSAN DIVISION, HASSAN.

- - -

Serial No. 12

66 (63)

GOVERNMENT OF MYSORE

No.AFD 46 FGL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 23-6-1969

FROM

The *Secretary to the Government of Mysore,*
Agriculture & Forest Department.

To. The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Lease of 1,000 acres of land within Ramadevarahalla and Thirumaladevaragudda State - Forests in Hassan District, for the Multipurpose Food Project.

With reference to your D.O.letter No. B3/GFL/3218/66-67 dated 5-3-1969, I am directed to enclose a copy of the draft lease agreement to be got executed by M/s. Hyprotex, I am to add that the lease deed has to be on appropriate stamp paper under serial 30(a)(v) of Schedule to the Mysore Stamp Act 1957 and has to be registered.

Yours faithfully,

(S.Balasubramanyan)
Under Secretary to Government,
Agriculture & Forest Department.

Copy forwarded for information to the Managing Director, Hyprotex Food (P)Ltd., 592 Upper Palace, Orchards, Bangalore-6.

31.12 . 67 62

GOVERNMENT OF MYSORE

No. Afl) 46 FCL 69. MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Encl: Draft agreement form of four pages (2 copies placed in file)

Dated, Bangalore, 23rd June 1969

FROM

The Secretary to the Government of Mysore,
Agriculture & Forest Department.

To. The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Lease of 1,000 acres of land within Ramadevarahalla and Thirumaladevaragudda State - Forests in Hassan District, for the Multipurpose Food Project.

With reference to your D.O.letter No.B3.GFL.3W 3218/66-67 dated 5-3-1969, I am directed to enclose a copy of the draft lease agreement to be got executed by M/s. Hyprotex, I am to add that the lease deed has to be on appropriate stamp paper under serial 30(a)(v) of Schedule to the Mysore Stamp Act 1957 and has to be registered.

Yours faithfully,

(S.Balasubramanyan)
Under Secretary to Government,
Agriculture & Forest Department.

Copy forwarded for information to the Managing Director, Hyprotex Food (P) Ltd., 13 King Street, Bangalore-25.

592. Uffer Palace orchards

6

ls/23-6/

DRAFT MODIFIED AGREEMENT PROPOSED TO BE EXECUTED BY M/S. HYPROTEX FOODS (P) LTD., BANGALORE.

THIS INDENTURE OF LEASE IS MADE this the . . . . . day of . . . . . Nineteen hundred sixty-nine between Hyprotex Foods (Private) Ltd. . . . . hereinafter called the Company (which term shall include its assigns, successors and liquidators) AND the Governor of Mysore, hereinafter called the Government.

WHEREAS at the request of the Company, the Government has by G.O.No. . . . . dated . . . . . agreed to grant the land described in the Schedule below (hereinafter referred to as the demised land) on lease for getting up a Farm to ~~Farm of~~ produce milk, eggs, soyabean, etc., for the preparation of high protein foods, subject to the terms and conditions noted in the said Govt. Order: AND

WHEREAS THE company has deposited rupees 10,000/- with the Government as earnest money to secure due performance of the terms and conditions of this deed in the ~~xxxxx~~ shape of . . . . . .

NOW it is hereby agreed as follows:-

1. The lease shall be for a term of 30 years commencing on. . . . . .

2. The Company shall pay rent as follows:-

(i) During the first and Second years of the lease Rs.2,500/- (Rupees Two thousand Five hundred) per year being 10% of the rent at Rs.25/- per acre per annum;

(ii) During the third year of the lease Rs.6,250/- (Rupees Six thousand two hundred and fifty) being 25% of the rent at Rs.25/- per acre per annum;

(iii) During the fourth year of the lease Rs.12,500/- (Rupees twelve thousand five hundred) being 50% of the rent at Rs.25/- per acre per annum;

(iv) During the fifth year of lease Rs.18,750/- (Rupees Eighteen thousand seven hundred fifty) being 75% of the rent Rs.25/- per acre per annum;

(v) From the sixth year onwards upto end of the thirtieth year of the lease, Rs.25,000/-

contd.2.

69

(Rupees twenty five thousand) being the full rate of rent at Rs.25/- per acre per annum.

3. The rent for the first year shall be paid on the date of execution of this deed and the rent for the remaining years shall be paid one month before the completion of one year from the date of payment of the previous year's rent.

4. The company shall -

(a) use the demised land for the purpose for which the company is formed;

(b) not permit the cattle maintained by the company on the Farm to graze outside the demised land;

(c) pay water rate, if any, payable on the demised land in accordance with the provisions made under the Mysore Irrigation (Levy of Betterment Contribution and Water rate) Act, 1957;

(d) allow water from the demised land to feed the cultivated areas beyond the State Forest limits;

(e) Utilise the entire demised land within a total period of five years from the date of execution of this deed as follows:-

(i) 300 acres within two years from the date of this deed;

(ii) another 200 acres before the end of the third year of this deed;

(iii) yet another 250 acres before the end of the fourth year of this deed;

(iv) the balance of 250 acres before the end of fifth year of this deed;

(f) at its own cost have the area of the demised land clearly demarcated and fenced;

(g) use the casein produced by the Company for the manufacture of casein based food products by itself or sell to other Industries for use in the production of casein based food products, the manufacture of casein and its diversion for industrial uses not connected with food products being specifically prohibited.

5) The Company shall not sub-let the demised land or any portion thereof to any other person or body for any purpose without the express permission of the Government.

6) The Company shall not interfere with the right of way of the inhabitants of the neighbouring villages, so far as the said right is conferred at the time of settlement as per G.O.No.G.13586-9/Ft. 293-29-2 dated 19-5-1930 and G.O.No.I.C.1356/Ft.210-22-4 dated 15-9-1923 in respect of Thirumaladevara Gudda and Ramadevarahalla State Forest respectively.

contd.3.

7) The company shall not interefere with the movement of the staff of the Forest Department within the area of the demised land for purposes of attending to Government duties both ~~xxx~~ inside and on the other parts of the surrounding area of the demised land.

8) The Company shall abide by the rules and regulations of the Government Forest Department issued from time to time.

9) The Company shall hold the demised land peacefully and enjoy the same during the term of the lease without any interruption by the Government and shall be entitled to construct on the demised land, Farm houses, Sheds, Cattle Sheds, Foundry Farm, Diary Creaming or any other building that the company may consider necessary for its purposes.

Provided that in the event of any building/buildings being raised for factory purpose OR for being utilised as such the Forest Department shall have the right to levy a rent of Rs.80/- per acre or part of an ~~xxxx~~ acre per annum in respect of such land occupied by the building/buildings.

10) In the event of the company committing breach of any of the ~~x~~ conditions of this deed, Government shall be entitled to determine the lease forthwith and enter on and take possession of the demised land and shall also be entitled to forfeit the earnest ~~xx~~ money.

(11)The Company shall on the expiry of the term of the lease surrender possession of the demised land to the Government.

12) The Government shall be entitled, without prejudice to the other remedies open to it, to recover moneys due under this deed as arrears of land revenue.

13) The earnest money shall, if not forfeited under condition 10, be refunded to the company on the expiry of the lease;

Provided however when the lease is renewed under the following condition, it shall be held as earnest money for the renewed period of lease subject to the same conditions.

cond.4.

14. In case the company desires to obtain a renewal of the lease after the expiry of the term agreed as aforesaid the company, shall, not less than six calender months before the expiration of the lease give, a notice in writing of such desire to the Government and thereupon the Government may renew the lease for a further period of 30 years on the same terms and condition as are contained in this deed, except the condition for renewal and when the lease so renewed the company shall pay the rent at the rate of Rs.50/- per acre per year.

15) At the determination of lease by efflux of time or on its earlier determination under clause 10 the company shall deliver up the demised premises provided that the company may remove the structres and buildings on the demised land and the company shall not be entitled to any compensation or damages in respect of the buildings and structures on the demised land.

SCHEDULE

[Here describe the demised land fully]

In witness thereof the Parties hereunto have executed this DEED on the day and the year first above mentioned.

. . . . . .
for the Company
(Person authorised should sign)

On behalf of and under the directions of the Governor of Mysore,

Witnesses:

1) . . . . . .

. . . . . .
(Person authorised to sign)

2) . . . . . .

Attested
Subramanyan 23.6.69
S. SUBRAMANIAN,
Under Secretary to Government

DRAFT MODIFIED AGREEMENT PROPOSED TO BE EXECUTED BY
M/S. HYPROTEX FOODS (P) LTD., BANGALORE.

THIS INDENTURE OF LEASE IS MADE this the . . . . . day of . . . . . Nineteen hundred sixty-nine between Hyprotex Foods (Private) Ltd. . . . . hereinafter called the Company (which term shall include its assigns, successors and liquidators) AND the Governor of Mysore, hereinafter called the Government.

WHEREAS at the request of the Company, the Government has by G.O.No. . . . . dated . . . . . agreed to grant the land described in the Schedule below (hereinafter referred to as the demised land) on lease for getting up a Farm of produce milk, eggs, soyabean, etc., for the preparation of high protein foods, subject to the terms and conditions noted in the said Govt. Order: AND

WHEREAS THE company has deposited rupees 10,000/- with the Government as earnest money to secure due performance of the terms and conditions of this deed in the shape of . . . . . .

NOW it is hereby agreed as follows:-

1. The lease shall be for a term of 30 years commencing on. . . . . .

2. The Company shall pay rent as follows:-

(i) During the first and Second years of the lease Rs.2,500/- (Rupees Two thousand Five hundred) per year being 10% of the rent at Rs.25/- per acre per annum;

(ii) During the third year of the lease Rs.6,250/- (Rupees Six thousand two hundred and fifty) being 25% of the rent at Rs.25/- per acre per annum;

(iii) During the fourth year of the lease Rs.12,500/- (Rupees twelve thousand five hundred) being 50% of the rent at Rs.25/- per acre per annum;

(iv) During the fifth year of lease Rs.18,750/- (Rupees Eighteen thousand seven hundred fifty) being 75% of the rent Rs.25/- per acre per annum;

(v) From the sixth year onwards upto end of the thirtieth year of the lease, Rs.25,000/-

contd.2.

73

(Rupees twenty five thousand) being the full rate of rent at Rs.25/- per acre per annum.

3. The rent for the first year shall be paid on the date of execution of this deed and the rent for the remaining years shall be paid one month before the completion of one year from the date of payment of the previous year's rent.

4. The company shall -

(a) use the demised land for the purpose for which the company is formed;

(b) not permit the cattle maintained by the company on the Farm to graze outside the demised land;

(c) pay water rate, if any, payable on the demised land in accordance with the provisions made under the Mysore Irrigation (Levy of Betterment Contribution and Water rate) Act, 1957;

(d) allow water from the demised land to feed the cultivated areas beyond the State Forest limits;

(e) Utilise the entire demised land within a total period of five years from the date of execution of this deed as follows:-

(i) 300 acres within two years from the date of this deed;

(ii) another 200 acres before the end of the third year of this deed;

(iii) yet another 250 acres before the end of the fourth year of this deed;

(iv) the balance of 250 acres before the end of fifth year of this deed;

(f) at its own cost have the area of the demised land clearly demarcated and fenced;

(g) use the casein produced by the Company for the manufacture of casein based food products by itself or sell to other Industries for use in the production of casein based food products, the manufacture of casein and its diversion for industrial uses not connected with food products being specifically prohibited.

5) The Company shall not sub-let the demised land or any portion thereof to any other person or body for any purpose without the express permission of the Government.

6) The Company shall not interfere with the right of way of the inhabitants of the neighbouring villages, so far as the said right is conferred at the time of settlement as per G.O.No.G.13586-9/Ft. 293-29-2 dated 19-5-1930 and G.O.No.I.C.1356/Ft.210-22-4 dated 15-9-1923 in respect of Thirumaladevara Gudda and Ramadevarahalla State Forest respectively.

contd.3.

7) The company shall not interefere with the movement of the staff of the Forest Department within the area of the demised land for purposes of attending to Government duties both ~~xxx~~ inside and on the other parts of the surrounding area of the demised land.

8) The Company shall abide by the rules and regulations of the Government Forest Department issued from time to time.

9) The Company shall hold the demised land peacefully and enjoy the same during the term of the lease without any interruption by the Government and shall be entitled to construct on the demised land, Farm houses, Sheds, Cattle Sheds, Foundry Farm, Diary Creaming or any other building that the company may consider necessary for its purposes.

Provided that in the event of any building/buildings being raised for factory purpose OR for being utilised as such the Forest Department shall have the right to levy a rent of Rs.80/- per acre or part of an ~~xxx~~ acre per annum in respect of such land occupied by the building/buildings.

10) In the event of the company committing breach of any of the ~~x~~ conditions of this deed, Government shall be entitled to determine the lease forthwith and enter on and take possession of the demised Land and shall also be entitled to forfeit the earnest ~~xx~~ money.

(11)The Company shall on the expiry of the term of the lease surrender possession of the demised land to the Government.

12) The Government shall be entitled, without prejudice to the other remedies open to it, to recover moneys due under this deed as arrears of land revenue.

13) The earnest money shall, if not forfeited under condition 10, be refunded to the company on the expiry of the lease;

Provided however when the lease is renewed under the following condition, it shall be held as earnest money for the renewed period of lease subject to the same conditions.

cond.4.

14. In case the company desires to obtain a renewal of the lease after the expiry of the term agreed as aforesaid the company, shall, not less than six calender months before the expiration of the lease give, a notice in writing of such desire to the Government and thereupon the Government may renew the lease for a further period of 30 years on the same terms and condition as are contained in this deed, except the condition for renewal and when the lease so renewed the company shall pay the rent at the rate of Rs.50/- per acre per year.

15) At the determination of lease by efflux of time or on its earlier determination under clause 10 the company shall deliver up the demised premises provided that the company may remove the structres and buildings on the demised land and the company shall not be entitled to any compensation or damages in respect of the buildings and structures on the demised land.

SCHEDULE

[Here describe the demised land fully]

In witness thereof the Parties hereunto have executed this DEED on the day and the year first above mentioned.

. . . . . .
for the Company
(Person authorised should sign)

On behalf of and under the directions of the Governor of Mysore,

Witnesses:

1) . . . . . .

. . . . . .
[Person authorised to sign]

2) . . . . . .

Attested
23.6.69

S. RAMACHANDRAMANIYAN,
Under Secy. A.C.D. Dept. (Forests)

~~Sl. No.~~
Osal/ Sl. No. 9.

76 53

AFD-46-Fe-69

CCF,

With ref. to your D.O letter No. B3. GFL. 32/8 | 6667 dated 5.3.69 ①

I am directed to enclose ~~herewith~~ ~~the~~ a copy of the draft lease agreement got. to be executed by M/s Hy proteps, ~~duly approved by~~ I am to add that the lease deed has to be on appropriate stamp paper under Serial 30(a)(v) of Schedule to the Mysore Stamp Act 1957 and has to be registered

24/4/69

M/s ADF

22.4.69

① Sl. No. 9.

ISSUED
Dated 23/6/69

Copy forwarded for information to the Managing Director, Hy Protex Foods Pvt Ltd, 13 King Street, Bangalore-25

Sl. No. 11. P1.

52

77

DRAFT MODIFIED AGREEMENT PROPOSED TO BE EXECUTED BY M/s. HYPROTEX FOODS (P) LTD., Bangalore.

THIS INDENTURE OF LEASE IS MADE this the . . . . . day of . . . . . Nineteen hundred sixty-nine between Hyprotex Foods (Private) Ltd.. . . . . hereinafter called the Company (which term shall include its assigns, successors and liquidators) AND the Governor of Mysore, hereinafter called the Government.

WHEREAS at the request of the Company, the Government has by G.O. No. . . . . dated . . . . . agreed to grant the land described in the Schedule below (hereinafter referred to as the demised land) on lease for getting up a Farm to produce milk, eggs, soyabean, etc., for the preparation of high protein foods, subject to the terms and conditions noted in the said Govt. order; AND

WHEREAS THE company has deposited rupees 10,000/- with the Government as earnest money to secure due performance of the terms and conditions of this deed in the shape of . . . . . .

NOW it is hereby agreed as follows:-

1. The lease shall be for a term of 30 years commencing on. . . . . .

2. The Company shall pay rent as follows:-

(i) During the first and second years of the lease Rs.2,500/- (Rupees Two thousand Five hundred) per year being 10% of the rent at Rs.25/- per acre per annum;

(ii) During the third year of the lease Rs.6,250/- (Rupees Six thousand two hundred and fifty) being 25% of the rent at Rs.25/- per acre per annum.

(iii) During the fourth year of the lease Rs.12,500/- (Rupees twelve thousand five hundred) being 50% of the rent at Rs.25/- per acre per annum;

(iv) During the fifth year of lease Rs.18,750/- (Rupees Eighteen thousand seven hundred fifty) being 75% of the rent at Rs.25/- per acre per annum;

(v) From the sixth year onwards upto end of the thirtieth year of the lease, Rs.25,000/- (Rupees twenty five thousand) being the full rate of rent at Rs.25/- per acre per annum.

contd.2.

3. The rent for the first year shall be paid on the date of execution of this deed and the rent for the remaining years shall be paid one month before the completion of one year from the date of payment of the previous year's rent.

4. The company shall -

(a) use the demised land for the purpose for which the company is formed.

(b) not permit the cattle maintained by the company on the Farm to graze outside the demised land;

(c) pay water rate, if any, payable on the demised land in accordance with the provisions made under the Mysore Irrigation (Levy of Betterment Contribution and Water rate) Act, 1957;

(d) allow water from the demised land to feed the cultivated areas beyond the State forest limits;

(e) Utilise the entire demised land within a total period of five years from the date of execution of this deed as follows:-

(i) 300 acres within two years from the date of this deed;

(ii) another 200 acres before the end of the third year of this deed;

(iii) yet another 250 acres before the end of the fourth year of this deed;

(iv) the balance of 250 acres before the end of fifth year of this deed;

(f) at its own cost have the area of the demised land clearly demarcated and fenced;

(g) use the casein produced by the Company for the manufacture of casein based food products by itself or sell to other Industries for use in the production of casein based food products, the manufacture of casein and its diversion for industrial uses not connected with food products being specifically prohibited.

5. The Company shall not sub-let the demised land or any portion thereof to any other person or body for any purpose without the express permission of the Govt.

6) The Company shall not interfere with the right of way of the inhabitants of the neighbouring villages, so far as the said right is conferred at the time of settlement as per G.O.No.G.13586-9/Ft. 293-29-2 dated 19-5-1930 and G.O.No.I.C.1356/Ft.210222-4 dated 15-9-1923 in respect of

contd.3.

Thirumaladevara Gudda and Ramadevarahalla State Forest respectively.

7) The company shall not interefere with the movement of the staff of the Forest Department within the area of the demised land for purposes of attending to Government duties both inside and on the other parts of the surrounding area of the demised land.

8) The Company shall abide by the rules and regulations of the Government Forest Department issued from time to time.

9) The Company shall hold the demised land peacefully and enjoy the same during the term of the lease without any interruption by the Government and shall be entitled to construct on the demised land, Farm houses, Sheds, Cattle Sheds, Foundry Farm, Diary Creaming or any other building that the company may consider necessary for its purposes.

Provided that in the event of any building/buildings being raised for factory purpose OR for being utilised as such the Forest Department shall have the right to levy a rent of Rs.80/- per acre or part of an acre per annum in respect of such land occupied by the building/buildings.

10) In the event of the company committing breach of any of the conditions of this deed, Government shall be entitled to determine the lease forthwith and enter on and take possession of the demised land and shall also be entitled to forfeit the earnest money.

11) The Company shall on the expiry of the term of the lease surrender possession of the demised land to the Govt.

12) The Government shall be entitled, without prejudice to the other remedies open to it, to recover moneys due under this deed as arrears of land revenue.

13) The earnest money shall, if not forfeited under condition 10, be refunded to the company on the expiry of the lease;

Provided however when the lease is renewed under the following condition, it shall be held as earnest money

contd.

for the renewed period of lease subject to the same conditions.

14) In case the company desires to obtain a renewal of the lease after the expiry of the term agreed as aforesaid the company, shall not less than six calender months before the expiration of the lease give a notice in writing of such desire to the Government and thereupon the Government may renew the lease for a further period of 30 years on the same ~~term~~ terms and condition as are contained in this deed, except the condition for renewal and when the lease so renewed the company shall pay the rent at the rate of Rs.50/- per acre per year.

15) ~~In the event~~ At the expiry of determination of lease by efflux of time or ~~otherwise~~ otherwise determination under clause 10 the co. shall deliver up the demised premises provided that the co. may remove the structures and buildings or improvements made on the demised land and ~~no liability of compensation will rest on Government~~ the co. shall not be entitled to any compensation or damages in respect of ~~such properties or improvements made on the~~ the buildings and structures demised land. ~~16) The Company on expiry shall on the expiry of the term of the lease surrender possession of the demised land to the Government~~

SCHEDULE

[Here describe the demised land fully]

In witness thereof the Parties hereunto have executed this DEED on the day and the year first above mentioned.

. . . . . .
for the Company
(Person authorised should sign)

Onbehalf of and under the directions
of the Governor of Mysore,

Witnesses:

1) . . . . . .

. . . . . .
(Person authorised to sign)

2) . . . . . .

Amendments proposed to the agreement to be executed by M/s. Hyprotex (P) Ltd., to implement G.O.No.AFD 105 FGL 67 dated 5-10-67.

Existing (Pages 33 to 37)	Proposed to be amended.
Para 3: Whereas the company has deposited rupees 25,000/- with the Govt. as earnest money to secure due performance of the terms and conditions of this deed;	Where as the company has deposited rupees 10,000/- with the Government as earnest money to secure due performance of the terms and conditions of this deed in the shape of . . . . .
Clause 4 (a) The Company shall use the demised land for the purpose of setting up a Farm for producing eggs, milk, soyabean etc., which are the main ingredients of high protein foods and shall not use the same for any other purposes;	The Company shall use the demised land for the purpose for which the company is formed.
Clause 10: The company shall hold the demised land peacefully and enjoy the same during the term of the lease without any interruption by the Govt. and shall be entitled to construct on the demsied land, with the previous permission of the Divisional Forest Officer, Farm houses, sheds, cattle sheds, foundry Farm, Diary creaming or any other building that the company may consider necessary for its purposes.	The Company shall hold the demised land peacuflly and enjoy the same during the term of the lease without any interruption by the Government and shall be entitled to construct on the demised land, Farm houses, Sheds, Cattle Sheds, Foundry Farm, Diary Creaming or any other building that the company may consider necessary for its purposes. Provided that in the event of any building/buildings being raised for factory purpose OR for being utilised as such the Forest Department shall have the right to levy a rent of Rs.80/- per acre or part of an acre per annum in respect of such land occupied by the building/ buildings.
Clause 13: The Company shall on the expiry of the term of lease surrender possession of the demised land to the Government.	The Company shall on the expiry of the term of the lease surrender possession of the demised land to the Government. [to come at the end of the agreement]
Clause 16: In case the company desires to obtain a renewal of the lease after the expiry of the term agreed as aforesaid, the company, shall not less than six calender months before the expiration of the lease give a notice in writing of such desire to the Govt. and thereupon the Govt. may at its discretion, renew the lease for a further period of 30 years on the same terms and conditions as are contained in this deed, except the condition for renewal and when the lease is so renewed the company shall pay the rent at the rate of Rs.50/- per acre per year.	In case the company desires to obtain a renewal of the lease after the expiry of the term agreed as aforesaid the company, shall not less than six calender months before the x expiration of the lease give a notice in writing of such desire to the Govt. and thereupon the Government may renew the lease for a further period of 30 years on the same terms and condition as are contained in this deed, except the condition for renewal and when the lease so renewed the company shall pay the rent at the rate of Rs.50/- per acre per year.
Clause 17: In the event of determination of lease by efflux of time or otherwise Govt. shall be entitled to all the buildings, structures or improvements made on the demised land and the company shall not be entitled to any compesnation therefor.	In the event of ~~kar~~ determination of lease by efflux of time ~~of~~ otherwise the ~~comp~~ company may remove the structures and buildings or improvements made on the demised land ~~xxxx

S1 No 16 82 97

Amendments proposed to the agreement to be executed by M/s.

Hyprotex (P) Ltd., to implement G.O.No.AFD 105 FGL 67 dated 5-10-1967.

Existing (Pages 33 to 37)	Proposed to be amended.
Para 3. Where as the company has deposited rupees 25,000/- with the Govt. as earnest money to secure ~~the~~ due performance of the terms and conditions of this deed;	Where as the company has deposited rupees 10,000/- with the Government as earnest money to secure due performance of the terms and conditions of this deed in the shape of ~~Government securities or bonds or National Savings Certificates etc~~;
Clause (4)(a) The Company shall use the demised land for the purpose of setting up a Farm for producing eggs, milk, soyabean etc., which are the main ingredients of high protein foods and shall not use the same for any other purposes;	The Company shall use the demised land for the purpose for which the company is formed.
Clause (7) The Company shall improve the Yelagunda approach road leading to the demised land at its own cost and shall entitled to use the same, and shall not form any other road or approach in the State Forest limits without the previous permission of the Government.	May be deleted.
Clause (10) The Company shall hold the demised land peacefully and enjoy the same during the term of the lease without any interruption by the Govt. and shall be entitled to construct on the demised land, with the previous permission of the Divisional Forest Officer, Farm houses, sheds, cattle sheds, foundry Farm, Diary creaming or any other building that the company may consider necessary for its purposes.	The Company shall hold the demised land peacefully and enjoy the same during the term of the lease without any interruption by the Government and shall be entitled to construct on the demised land, Farm houses, Sheds, Cattle Sheds, Foundry Farm, Diary Creaming or any other building that the company may consider necessary for its purposes. Provided that in the event of any building being raised for factory purpose OR being utilised as such the Forest Department shall have the right to levy a rent of Rs.80/- per acre or part of an acre per annum in respect of such land occupied by the building
Clause (12) The Company shall pay Rs.30,358.40 together with the interest thereon at ..... per cent per annum from..... being the cost of plantation standing on the demised land before possession of the demised land is delivered to ~~him~~; them	May be deleted as the value will be paid before the agreement is entered into
Clause (13) The Company shall on the expiry of the term of lease surrendered possession of the demised land to the Government.	The Company shall on the expiry of the term of the lease surrender possession of the demised land to the Government.
Clause 16: In case the company desires to obtain a renewal of the lease after the expiry of the term agreed as aforesaid, the company, shall not less than six calender months before the expiration of the lease give a notice in writing of such desire to the Govt. and thereupon the Govt. may at its discretion, renew the lease for a further period of 30 years on the same terms and conditions as are contained in this deed,	In case the company desires to obtain a renweal of the lease after the expiry of the term agreed as aforesaid the company, shall not less than six calender months before the expiration of the lease give a notice in writing of such desire to the Govt. and thereupon the Govt. may renew the lease for a further period of 30 years on the same terms and condition as are

except the condition for renewal and when the lease is so renewed the Company shall pay the rent at the rate of Rs.50/- per acre per year.

contained in this deed, except the condition for renewal and when the lease so renewed the company shall pay the rent at the rate of Rs.50/- per acre per year.

Clause 17: In the event of determination of lease by efflux of time or otherwise Govt. shall be entitled to all the buildings, structures or improvements made on the demised land and the company shall not be entitled to any compensation therefor.

In the event of determination of lease by efflux of time or otherwise the company may ~~be permitted to~~ remove the structures and buildings or improvements made on the demised land ~~and the company shall not be entitled to any compensation therefor~~. and no liability of compensation with respect of such properties or improvements made on the demised land.

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Sl No. 9. P. 1.

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DRAFT.

Proceedings of the meeting held in the Chambers of the Minister for Forests on the 10th March 1969 at 10-00 A.M.

Present:

1. Minister for Forests.
2. Secretary, A& F.D.
3. D.S. A & F.D.
4. C.C.F.
5. A.T.A. to C.C.F.
6. Sri J.S.Francis representing Hyprotex Foods
7. Sri Subba Rao, Private Ltd.,

The question of amendment to certain Clauses of the agreement at pages 33 to 37 c.f. of File No.AFD 105 FGL 67 was considered and the following decisions were taken at the meeting.

Clause-1.

1. Security Deposit: It was decided that because in the case of M/S N.Jivanlal & Co., who have taken on lease an area of 518 and odd acres have been directed to deposit only Rs. 5,000 as security deposit, the Company may be permitted to deposit Rs. 10,000/- only instead of Rs.25,000 and that this amount may be deposited in the shape of Government Securities or Bonds or National Saving Certificates etc.

Clause-4(a): It was agreed that the following clause may be substituted for the existing clause:

"The Company shall use the demised land for the purpose for which the Company is formed."

Clause -4(b): Permitting the cattle of the Company to graze outside the demised land. This was not agreed to.

Storing of water by Co.

Clause-4(d) This was not agreed to but the Company represented that in that case they will have to be given a strip of land about 10 acres so that they may be in a position to have a Pipe Line to feed the water from the Ramadevarahalla that was in close proximity to the area taken on lease by the Company. It was agreed that this matter may be considered on receipt of requisite proposals from Highprotex Ltd.

Clause-6: No further amendments are necessary. The Company has been furnished by the D.F.O. copies of requisite Government Orders.

...2.

Sl.No.9.P.2.

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Clause-7. As the Yelagunda Approach Road was under the control of Taluk Board, it was agreed that Clause-7 of the proposed agreement may be deleted.

Clause-8: It was indicated that the Officers and Officials of the Forest Department should have the right to enter on the demised land whenever it was necessary and hence giving intimation to the Company is not possible. Hence the request of the Company was rejected.

Clause-10: It was decided that Clause-10 be reworded as follows:

" The Company shall hold the demised land peacefully and enjoy the same during the term of the lease without a-ny interruption by the Government and shall be entitled to construct on the demised land, Farm Houses, Sheds, Cattle Sheds, Foundry farm, Dairy Creaming or any other building that the company may consider necessary for its purposes,

Provided that in the event of any building being raised for factory purpose or being utilised as such the Forest Department shall have the right to levy a rent of Rs. 80/- per acre or part thereof of an acre per annum in respect of such land occupied by the buildings."

Reference to earnest money be deleted.

Clause 11: Existing clause may be retained.

Payment for plantations

Clause-12: It was agreed that this clause may be deleted. It was further stipulated that the Forest department should recover the cost of plantation, together with the interest thereon etc as assessed before entering to an agreement with the Company.

Surrender of demised land

Clause-13: This was agreed to. The request of the Company to amend Clause 13 as follows: and to make it

~~to make it last clause of the agreement~~

...3.

last clause of the agreement was agreed to. "The Company shall on the expiry of theterm of the lease surrender possession of the demised land to the Government."

Forfeiture of Earnest money

Clause-15: As the earnest money of Rs. 10,000 is agreed to be deposited by the Company no change in the existing clause is necessary.

Clause 16: Option for renewal of lease for a further period of 30 years

The Minister for Forests desired that it may be examined whether the words "at its discretion" in clause 16 whereby the discretion has been ~~given~~ vested in Government either to renew the lease are not be deleted, be examined further.

This question was considered by the D.S. A & F.D. and the C.C.F. when it was agreed that the words 'at its discretion' may be deleted.

Clause 17: Removal of buildings, structures & improvements on the demised land:

The Minister was not present during the discussion as he ~~had been to~~ left for the Assembly. This question was discussed by the D.S. with the C.C.F. It was agreed that the Company may be permitted to remove the structures and buildings when the lease is determined ~~either~~ by efflux of time ~~or otherwise~~ modified to this extent. Hence Clause 17 may be ~~deleted~~. However the Company representatives pleaded that they should have the option to remove the structure erected on the land in the event of determination of lease ~~on a day~~ even at any time earlier than the 30 years of lease period because ~~as the penalty~~ for any default the security deposit is likely to be forfeited and that not allowing the Co. to remove the structures & buildings would be ~~an onerous~~ a burden cast on it

11/3

P.34 onwards
105 FGL67

Sl. No	Existing clause	Amendments proposed by M/s Hyprolex	
4(a)	The company shall use the demised land for the purpose of setting up a farm for producing eggs, milk, Soyabean, etc which are the main ingredients of high protein foods and shall not use the same for any other purposes.	The company shall use the demised land for the purpose for which the company is formed.	The f as to i him
(b)	The company shall not permit the cattle maintained by the co. on the farm to graze outside the demised land	The company may shall also be permitted to graze its cattle in the forest lands outside the demised premises as there is no restriction for grazing cattle freely in the State Forest lands.	The by the for gr segen prior
(d)	allow water from the demised land to feed the cultivated areas beyond the State Forest limits	Proviso to the clause Provided the Co is permitted to make arrangements for storing water on the demised land	
(6)	The company shall not interfere with the right of way of the inhabitants of the neighbouring villages, so far as the said right is conferred at the time of settlement as per G.O. G-13586-9/FT.293-29-2 dated 19.5.1930 and G.O. NO. G-13586-9/FT.210-22-4 dated 15.9.1923 in respect of Thirumaladevaraya gudda and Ramadevarahalla S.F. respectively	copies of G.O's referred in the clause to be supplied.	The supp the fir
(7)	improving the Yelagunda approach road.	Deletion of this clause.	
(8)	The company shall not interfere with the movement of the staff of the Forest Dept within the area of the demised land for purposes of attending to Govt duties both inside and in the other parts of the surrounding area of the demised land.	.....any entry into the demised land shall be only with the permission or consent of the Company.	As duty upon develo sched

Opinion of C.C.F.	Remarks.
Instead, clause similar to clause 17 introduced in the case of M/s N. Jivaraj may be inserted here. clause 17 of the G.O. No. AFD-214-Fee-68 dated 15.1.69 reads as follows:- The company is permitted to erect on the said land such structures as are necessary in connection with their raising of essential oil yielding plants and grasses, for housing their office, staff, watchmen and labourers and for keeping their equipments, implements tractors etc and for storage of their cattle etc. The Company is also permitted to dig/bore wells within the area for their own use.	The clause may perhaps be worded as follows:- The company is permitted to erect on the said land such structures as are necessary in connection with the industry and for housing their office, staff, watchmen and labourers.
The present clause should retain as it is necessary to have a penalty clause in case of non-fulfilment of terms and conditions of lease.	The existing clause may be retained.
The clause may be deleted provided the company pays the full amount i.e. Rs 30,353.40 together with the interest representing cost of plantations before signing the agreement. (Ref. clause of 5 of the G.O)	The opinion of C.C.F. may be ~~agreed~~ accepted.

Clause No.	Existing clauses	Amendments proposed by M/s Hyprotex
13.	The company shall on the expiry of the term of the lease surrender possession of the demised land to the Govt.	The company shall on the final expiry of the term of lease or renewed lease surrender possession of the demised land to the Govt. This should come as the last clause of the lease deed.
15.	The earnest money shall, if not forfeited under conditions, be refunded to the Company on the expiry of the lease: Provided however when the lease is renewed under the following condition it shall be held as earnest money for the renewed period of lease subject to the same conditions.	May be deleted as deletion of earnest money of Rs 25000/- as is requested ~~stipulated by Govt earnest be agreed~~.
6.	In case the company desires to obtain a renewal of the lease after the expiry of the term agreed as aforesaid the company shall, not less than six calendar months before the expiration of the lease give a notice in writing of such desire to the Govt and thereupon the Govt may at its discretion, renew the lease for a further period of 30 years on the same terms and conditions as are contained in this deed except the condition for renewal and when the lease is so renewed the company shall pay the rent at the rate of Rs 50/- per acre per year.	If the company shall be desirous of obtaining a renewed lease of the demised land on the expiry of the term hereby granted and if such desire shall give notice in writing to the Govt. not less than 3 calendar months prior to the expiration of this lease then the Govt. shall grant a renewed lease b/c of the demised land for a further period of 30 years from the expiration of this lease on the same terms and conditions as are contained in this lease with the exception of this covenant for renewal but in a rent of not exceeding Rs 50/- per acre per annum.

Opinion of C.C.F.	Remarks
This can be agreed to.	We may agree and add the amendment proposed by the firm at the least of the existing clause ~~as follows:~~
	We cannot agree to this condition as it would mean that the Co. does not require renewal of the lease as renewal is mandatory if the Co. denies it.
As this has been finalised under clause 10, no further discussion is necessary.	We may agree with C.C.F.

Opinion of P.C.F.	Remarks.
e proposal of the Company s agreed.	We may amend the clause as proposed by the Co.
e is no need to delete this clause earnest of Rs 10,000 is demanded be deposited by the firm, considering area of 1000 acres be leased to firm. (Rs 5000/- was ordered as nest money deposit in respect of Firm of S/Sh. for the lease of 518 acres).	We may agree with C.C.F's views.
re that is option for subsequent eval for 30 years there is no ed to replace clause 16.	The ~~existing clause~~ right of renewal according to the Co is vested in the Co. ~~may extend~~ The firm have no option but to renew the lease if the Co desires

Clause No.	Existing clauses.	Amendments proposed by M/s Hyp
17.	In the event of determination of lease by effluxion of time or otherwise Govt shall be entitled to all the buildings, structures or improvements made on the demised land and the company shall not be entitled to any compensation therefor.	In the event of the lease not continued beyond thirty years, the company should permitted to remove all bui and structures by the C the land.
18.	—	The company paying the re reserved, performing and obs the covenants and conditi on its part herein contain shall peacefully hold an enjoy the demised land d the term hereby granted, or person lawfully claiming th under or in trust for it

Sl. no. 4.

...rion of C.C.F.	Remarks.
...ne has to furnish the scheme ...at the firm intends to do to enable ... furnish his remarks.	We may retain the existing clause as it is similar to clause (2) of the G.O. of M/s Jivanlal & Co. Sl. no 7(A) - P.2 - clause 2
...tle that is being maintained ...ompany ~~should~~ Staff should not be allowed ...ing in the surrounding ...ed forest areas without ...ission of the D.F.O. ...t furnished D.F.O's reply awaited	We may agree with the proposal of C.C.F.
...O. may be instructed to ...e copies requested for by	We may agree with the opinion of C.C.F.
...t furnished. D.F.O's reply awaited. ...staff of the Forest Deptn ...ll have the right to enter ...land to know whether the ...nts going is according to ...the existing clause should stand.	The existing clause may be retained. ~~To C.~~

Clause No.	Existing clauses.	Amendments proposed by M/s H...
10.	The company shall hold the demised land peacefully and enjoy the same during the term of the lease without any interruption by the Government and shall be entitled to construct on the demised land, with the previous permission of the D.F.O; Farm houses, sheds, cattle sheds, foundry farm, Diary creaming or any other building that the company may consider necessary for its purposes.	The Govt hereby permits the co... to construct farm houses, shed... sheds, poultry runs dairy, cre... or any other building that the ... may consider necessary for its ... on the demised land and it s... deemed that the company ... Govt's permission to so utilise ... ~~permission~~ position of the demised land ... construct these on without comp... having to specially apply to ... for the said purpose.
11.	In the event of the company committing breach of any of the conditions of this deed, Govt shall be entitled to determine the lease forthwith and enter on and take possession of the demised land and shall also be entitled to forfeit the earnest money.	In the event of company ... breach of any of the condi... this deed, Govt shall be enti... to determine the lease forth... and enter on and take poss... of the demised land.
12.	The company shall pay Rs 30,353-40 together with the interest thereon at ..... per cent per annum from ..... being the cost of plantations standing on the demised land before possession of the demised land is delivered to him.	~~As this has no force to ... 5 of the G.O.~~, the firm sh... to delete this clause.

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S.R. No. 9

M.J.MASCARENHAS.I.F.S.,
Addl.Technical Assistant to
the Chief Conservator of Forests
in Mysore, Bangalore.

Dt; 3-3-1969.

D.O.No.B3.GFL-3218/66-67.

A & F (For.B.)
No. 1434/69
7/3

Dear Sir

Sub: Lease of 1,000 Acres of land within Ramadevarahalla and Thirumaladevaragudda State -Forests in Hassan District, for the Multipurpose Food Project.

With reference to your D.O.Letter No.AFD 46 FGL 69 dated 25-2-69, I have to inform you that the position of the case remains as reported to you in my D.O.of even No. dated 22-2-1969.

Yours

(M.J.Mascarenhas.).

Shri.S.Balasubramanyan,
Under Secretary to Government,
Agriculture and Forest Department,
Bangalore.

Mb/-

Sri R

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Sl. No. (A) P.1.

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Sub: Forest Department - Belgaum District and Taluk Halbhavi Village - 518 acres 4 guntas in forest survey Nos.82 to 88 and 91 to 103 known as Chigrimal - lease to Messrs.N.Jivanlal & Co.(P) Ltd., Bombay for setting up a Chemical Industry Sanctioned.

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

ORDER NO.AFD 214 FGL 68,

BANGALORE: DATED: THE 15TH JANUARY 1969.

READ:

1. Govt. Order No.AFD 100 FGL 67 dated the 11th March 1968 and addendum No.AFD 100 FGL 67 dated the 18th March 1968.

2. Govt. Order No.AFD 214 FGL 68 dated the 15th October 1968.

3. Letter dated the 19th October 1968 of M/s.N.Jivanlal and Co., Private Ltd., Bombay.

4. Correspondence resting with letter No.B3.1.GFL.38/68-69 dated the 3rd December 1968 of the Chief Conservator of Forests in Mysore, Bangalore.

PREAMBLE:

In Government Order dated the 11th March 1968, cited (1) above 518 acres 4 guntas of land in forest survey Nos.82 to 88 and 91 to 103 known as 'CHIGRIMAL' and of Halbhavi Village, Belgaum Taluk and District was leased to M/s.N. Jivanlal & Co. (P) Ltd., Bombay on certain terms and conditions for setting up a Chemical Industry. Certain modifications in the terms and conditions of the lease were effected in the Government Order dated the 15th October 1968 cited (2) above.

M/s.N.Jivanlal & Co.(P) Ltd., Bombay in their letter dated the 19th October 1968 cited (3) above have requested for certain modifications in the terms and conditions of lease. The Chief Conservator of Forests, Bangalore in his letters dated the 16th November 1968 and the 3rd December 1968 has furnished his views in the matter.

ORDER

In supersession of the Government Orders dated the 11th March 1968, the 18th March 1968 and the 15th October 1968 cited above, Government are pleased to accord sanction to the lease of 518 acres 4 guntas of land in Forest Survey Nos.82 to 88 and 91 to 103 Known as 'CHIGRIMAL' in Halbhavi Village of Belgaum Taluk and District in favour of M/s.N.Jivanlal and Co.(P)Ltd., Bombay subject to the following conditions:-

1. The period of lease shall be thirty years in the first instance. The Company shall pay a rent of Rs.25/- (Rupees Twenty five only) per year per acre or part of an acre as under:-

(a) 10% (Ten percent) of the aforesaid lease rent shall be paid for the first two years;

..contd.2.

(b) 25% (twenty five percent) of the aforesaid lease rent shall be paid for the third year;

(c) 50% (fifty percent) of the aforesaid lease rent shall be paid for the fourth year;

(d) 75% (seventyfive percent) of the aforesaid lease rent shall be paid for the fifth year.

(e) full lease amount shall be paid per year from the sixth year onwards;

2) The land shall be used only for raising all kinds of essential oil yielding grasses and plants and for erecting structures connected with it;

3) The entire area open shall be fully utilised within five years;

4) The lease may be renewed by Government for a further period of thirty years subject to the lease rental not exceeding Rs.50/- (Rupees Fifty only) per year per acre or part of the acre.

5) The area shall be properly demarcated on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the Divisional Forest Officer;

6) The Sandal, Alale, and Tamarind trees standing on the land shall be enumerated by the Forest Department and the Company shall bind itself to protect them till the trees are extracted by the Forest Department or till the expiry of the lease period whichever is earlier.

7) The Forest Department or its authorised agent shall have the right of collecting the usufruct or extracting the reserved sandal, Alale and tamarind trees mentioned in clause(6) above without any payment for the same to the Company.

8) The Company shall leave a clear belt of 2' (two feet) around each tree mentioned in clause (6) above and shall take care not to damage such tree growth or their roots;

9) The Company shall pay the value of the existing plantations in the said area as may be determined by the Forest Department. Orders regarding valuation shall issue separately.

10) Existing tree growth other than those listed in clause(6) above shall be valued by the Forest Department and the value thereof shall be paid for by the Company. Orders regarding valuation shall issue separately.

11) After payment of value of the tree growth referred to in clauses (9) & (10) above the Company shall be at liberty to extract, exploit, utilise and remove such tree growth other than those reserved trees listed in clause (6) above.

contd.3.

12. In the event of damage to any of the trees listed as per clause (6) above, the Company shall be liable to pay to Government the value thereof plus Sales Tax at statutory rates and penalty as indicated below:-

(a) In respect of Sandalwood trees of 15.24 Cms. (6") in girth and above, Rs.100/- per tree as penalty.

(b) In respect of Sandalwood trees of below 15.24 Cms (6") girth, Rs.25/- per tree as penalty.

(c) The trees so damaged shall be uprooted and delivered to the Government Sandalwood Depot at Belgaum free of cost by the Company as and when directed by the Divisional Forest Officer;

(d) In case if any Sandalwood trees is found missing from the area, the Company should pay the cost of such trees at the current market rate in terms of heart wood for such girth class as determined by the Divisional Forest Officer, Belgaum.

(e) In respect of Alale and Tamarind trees the Company shall pay the value thereof as applicable for the group in respect of 'Other species' in the coupes sold standing in Belgaum Circle.

Provided that the Company shall not be liable to pay the value and/or penalty for any damage to any or all the trees if the damage to any of those trees is caused due to cyclone or earthquake.

13. The Company shall undertake adequate fire protection measures as are necessary and shall act in this regard as directed from time to time by the Divisional Forest Officer.

14. The land shall within a period of five years be utilised for the purpose for which it is granted and in default to comply with this requirement, the lease shall be liable for cancellation forthwith. But no damages or compensation shall be claimed from Government and no damages or compensation will be paid. However, the Company shall be permitted to exploit, extract or utilise the tree entire growth except of the species mentioned in clause (6) above within a reasonable time limit to be fixed by the Conservator of Forests, Belgaum Circle.

15. The Company shall deposit with the Forest Department Rs.5,000/- either in cash or the Bank Guarantee of a Scheduled bank for an equal amount for fulfilment of all the conditions satisfactorily and in case of breach of any of the conditions, the department is at liberty to impose penalty to a maximum of Rs.1,000/- in the case of each breach and the decision of the Chief Conservator of Forests shall be final in this matter.

contd.4.

16) The Company shall be entitled to collect, exploit, extract and utilise the entire growth on the land excepting the reserved trees mentioned in clause (6) above and to make use of the structures erected by them with the prior permission of the Divisional Forest Officer.

17) The Company is permitted to erect on the said land such structures as are necessary in connection with their raising of essential oil yielding plants and grasses, for housing their office, staff, watchmen and labourers and for keeping their equipments, implements tractor etc and for storage of their raw materials and for housing their cattle etc. The Company is also permitted to dig/bore wells within the area for their own use.

18) The lease is liable for termination if the Company does not show satisfactory progress or does not act according to any of the conditions of the lease. But the company shall not claim any compensation or damage from Government on that account and no damages or compensation will be paid. However the Company shall be permitted to exploit, extract, utilise and remove the entire tree growth except of those species mentioned in clause (6) above within a reasonable time limit to be fixed by the Conservator of Forests, Belgaum Circle.

19) The entire right over this land and reserved trees as mentioned in clause (6) above shall be that of the Government.

20) Government reserve the right to all mines, and quarries of metals, minerals, stones, Kankar and other substances that are or shall or may be found in/upon the said demised land with full power and liberty to search for, dig, get and have, take and carry away the same and to make any road or roads, way or ways or other work or works reasonably necessary for the purposes of the aforesaid.

21) All or any amount due to Government under the lease deed to be executed under this Government Order shall be recovered from the lessee as an arrear of land revenue in case of default.

22) The Company shall abide by such other terms and conditions as may be imposed by Government from time to time.

23) If any difference of opinion arises as to the interpretation of any of the clauses, the decision of the Chief Conservator of Forests, Mysore State shall be final and binding on the Company. In case the Company is not satisfied with the decisions of the Chief Conservator of Forests, Mysore State it shall have the right of appeal to Government.

The Company shall enter into the agreement with the Divisional Forest Officer, Belgaum Division incorporating the above conditions.

contd.5.

Sh. NN-8(A)P1 100

/5/

This order issues with the concurrence of Finance Department vide their U.O.No. No.FD 148 WTT,68 dated the 10th January 1969.

By Order and in the name of the
Governor of Mysore,

15-1-69

(S.Balasubramanyan)
Under Secretary to Government,
Agriculture & Forest Department.

To

The Chief Conservator of Forests in Mysore, Bangalore.
The Conservator of Forests, Belgaum Circle, Belgaum.
The Divisional Forest Officer, Belgaum.
Copy to:-
The Secretary to Government, Commerce & Industries Department.
The Finance Department.(Budget)
Proceedings Volume.

hms/MGS/15-1/
Copies 50.

Sl. No. 7 — 41

32

(9)

S.Balasubramanyan,
Under Secretary to Government,
Agriculture & Forest Department,

Mysore Government Secretariat,
Vidhana Soudha,
Dated, Bangalore: 25th Feb. 1969.

D.O.No.AFD 46 FGL 69.

Dear Shri Mascarenhas,

Please refer to your D.O.letter No.B3/GFL/3218/66-67 dated the 22nd February 1969 regarding lease of 1,000 acres of land within Ramedevarahalla and Thirumaladevaragudda State Forests in Hassan District for the Multipurpose Food Project.

I am desired to request you kindly to furnish remarks in respect of paras 4 and 6 by the 3rd March 1969 at the latest.

ISSUED
Date 25/2/1969

Yours sincerely,

S. Balasubramanyan
25/2/69

Shri M.J.Mascarenhas,
Additional Technical Assistant
to the Chief Conservator of Forests
in Mysore,
Bangalore.

Sl. No. 6.

102 31

GOVERNMENT OF MYSORE

No. AFD 46 FCL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 31.3.....1969

FROM

The *Secretary to the Government of Mysore*
Agriculture & Forest Department.

To. The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Lease of 1000 acres of land within Pemadevarahalli and Thirumaladevaragudde State Forests in Hassan District, for the Multipurpose Food Project.

A meeting will be held in the chamber of the Minister for Forests at Vidhana Soudha, at 10 A.M. on Monday the 10th March 1969 to discuss the above subject. I am to request you kindly to attend the meeting.

Yours faithfully,

(N. Shantha Raju)
Section Officer,
Agri.& Forest Department.

Copy to:-

1) The P.S. to Minister for Forests.
2) The P.A. to Secretary, Agri.& Forest Department.
3) The P.A. to Dy.Secretary, Agri.& Forest Department.

bms/3-3/

Sl. No. 6.

Subj. - asat Sl. No. 5.

103

AFD-46-FL&P

CCF,

A meeting will be held in the chamber of the Minister for Forests at Vidhana Soudha at 10 A.M. on Monday the 10th ~~January~~ March 1969 to discuss the above subject.

I am to request you kindly to attend the meeting.

ISSUED

S.O. AFD

copy to:

1) The P.S. to M (F)

2) The P.A. to Secy AFD

3) The P.A. to CCF AFD.

Sl. No. 5 – P1

29

104

M.J. MASCARENHAS. I.F.S.,
Addl. Technical Assistant to
the Chief Conservator of Forests
in Mysore, Bangalore.

Dt; 21-2-1969.

22

MINOR IRRIGATION SECRETARIAT
NO. 1159/FGL/69
FOREST DIVISION

D.O.No.B3/GFL/3218/66-67.

Dear Sir

Sub: Lease of 1,000 acres of land within Ramedevarahalla and Thirumaladevaragudda State Forests in Hassan District, for the Multipurpose Food Project.

Please refer to your D.O. letter No. AFD 46 FGL 69 dated 12-2-1969 addressed to Technical Assistant to Chief Conservator of Forests on the above subject.

This office report has been submitted to Government in this office letter of even number dated 15-2-1969 excepting paras 4 and 6. The remarks on paras 4 and 6 will be submitted as soon as some of the clarifications on the issue are received from the Divisional Forest Officer, Hassan.

Yours

(M.J.Mascarenhas.).

Shri S.BALASUBRAMANYAN,
Under Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

Mb/-

Sri Ramanand
22/2/69

Sl. No. 4.P.1

28

105

Office of the
Chief Conservator of Forests
in Mysore, Bangalore,
Dt; 13-2-1969.

No. B3/GFL/3218/66-67.

To

R. & I. SECTION
A.&F.D.
No. 05658
17 FEB 1969
1025/13

The Secretary to Government,
Agriculture & Forest Department,
BANGALORE.

Sir,

Sub: Lease of 1,000 acres of land within Ramedevarahalla and Thirumaladevaragudda State Forests in Hassan District, for the Multipurpose Food Project.

Ref: Your No. AFD 46 FGL 69 dated 31-1-1969.

--

My remarks on each of the Paras of letter dated; 28-1-1969 of M/S. Hyprotex Foods (P) Ltd., excepting Paras 4 & 6 are as under:-

Para 1

For the due fulfilment of terms and conditions this Clause was inserted. The Government may however consider reducing the amount to Rs. 10,000/- to be on par with that of M/S. N.Jivanlal in which case the amount of deposit ordered is Rs. 5,000/- but the area being only 518 acres whereas in this case the area involved is 1000 acres and as such Rs. 10,000/- is reasonable.

Para 2

The Company may be asked to furnish its Scheme as to what they intend to do to enable me to offer my specific remarks.

Para 3

The existing clause 4(b) may be replaced as under:-

"The cattle that is being maintained by the Company should not be allowed for grazing in the surrounding regenerated forest areas without prior permission of the Divisional Forest Officer."

Para 5

This can be done. The Divisional Forest Officer, Hassan has been instructed to supply copies of the said Government Orders.

Para 7

The proposed modification cannot be agreed. The Government servants of the Forest Department on duty shall have the right to enter upon the land to know whether the developments going on is according to

P/2..

schedule etc., and as such the original clause 8 should stand.

Para 8

10 Instead, clause similar to Clause 17 introduced in the case of M/s. N. Jivanlal may be inserted here.

Para 9

11 As there should be some penalty clause in case of non-fulfilment of terms of conditions of lease, the proposed amendment to clause 11 cannot be agreed to.

Para 10

12 The Clause may be deleted provided the Company pays the full amount viz., Rs.30,353-40 together with the interest representing cost of plantations before signing the agreement.

Para 11

13 This can be agreed to with the addition

Para 12

15(i) There is no need to delete clause 15 since Government contemplates recovery of deposit of Rs.10,000/- as recommended at para 1 supra.

Para 13

16 Since there is option for subsequent renewal for 30 years there is no need to replace clause 16.

Para 14

17 This can be agreed to.

Para 15

10 As this issue has been discussed in para 8, it is not necessary to modify Clause 10 further.

Yours faithfully,

CHIEF CONSERVATOR OF FORESTS.

MB/-

Sl. No. 3. P. 1.

107 26

No.B3/GFL/3218/66-67.
Encl: 2

Chief Conservator's Office
Bangalore: Dated: 13-1-1969.

01512

To

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

R. & I. SECTION
A. & F. D.
No.
Date 15 JAN 1969
250/13/69

Sir,

Sub: Release of 1000 acres of land within Ramadevarahalla and Tirumaladevaragudda state Forests in Belur Range in favour of M/s. Hyprotex Foods Private Ltd., on lease basis.

① Flag B.
P449/105 Fels

Ref:-G.O.No.AFD-105 FGL-67 Dated 9-10-1968. ①

- - - -

Sir R

I enclose herewith a copy of letter No.L-20-115/GFL/67-68 Dated 31-8-68 together with its enclosure on the above subject received from the Conservator of Forests, Coorg.

The Divisional Forest Officer, seaks clarification in respect of executing the agreement and the value of the stamp paper to be used to execute the bond under the Mysore Stamp Act 1957. Further he also wants to know whether the Deed said so executed is required to beregistered.

Clear orders of Government on the above issues may kindly be obtained and communicated.

Yours faithfully,

Chief Conservator of Forests

N.

Sl. No. 3 · D-2

108 25

Copy of letter No.L-20-115-GFL/67-68 Dated 31-8-1968, from the Conservator of Forests Coorg Circle, Mercara, to the Chief Conservator of Forests in Mysore, Bangalore.

- -- -

Sub:-Release of 1000 acres of land within Ramadevarahalla and Tirumaladevaragudda state Forests in Belur Range in favour of M/s. Hyprotex Foods Private Ltd., on lease basis -

Ref:-Your Memo No.B3/GFL/3218/66-67 Dated 9-7-1968 addressed to the Divisional Forest Officer, Hassan Division and copied to this office.

- - - -

In enclosing herewith a copy of the letter No.FSR-MIS-4/66-67 Dated 14-8-1968 of the Divisional Forest Officer, Hassan Division, which is self-explanatory, for kind perusal, I request early orders in the matter.

- - - -

"COPY"

N.

Copy of the letter No.FSR-MIS.4/66-67, dated 14-8-1968 from the District, Forest Officer, Hassan District, Hassan to the Conservator of Forests, Coorg Circle, Mercara.

Sub:- Lease of 1000 acres in Ramedevarahalla and Thirumaladevaragudda State Forests for Multipurpose Food Project in favour of M/s. Hyprotex Foods Private Ltd.,

Ref:- Chief Conservator of Forests No.B3-CFL-3118/66-67 dated 9-7-1968 addressed to this office and copied to the Conservator of Forests, Mercara.

On receipt of the above reference with a copy of the approved draft agreement, the firms authorities were requested to execute the lease agreement on the due stamp paper. In turn they requested to intimate the value of the stamp paper required to execute the bond. By referring to the Mysore Stamp Act of 1957 schedule I sub-clause 5 and section 20, it is made out that the stamp paper in such cases is required as under.

Where the lease purports to be for a term extending 20 years, but not exceeding 30 years, "The same duty as for conveyance (No.20) for a consideration equal to 3 times the amount or value of the average annual rent reserved."

In this case as there is no lump sum consideration, but the annual rent, the stamp duty required is on the annual average rent. The annual rent beyond the period of concession is Rs. 25000/- per year @ Rs. 25/- for 1000 acres. As calculated on one years average rent at the above prescribed rate (para 2 of this letter) the stamp paper value would be Rs. 1125/-. Further in the G.O.sanctioning the lease no mention is made as to whether the registration of the deed is necessary or otherwise. I request you to kindly clarify whether the registration of this deed is required or not as it involves conveyance of the Government property to a private firm on long term lease on specific conditions.

As the agreement is to be got executed, I request for your kind early instructions in this behalf.

Sd/-
District Forest Officer
Hassan District, Hassan.

Copy/

3/8

Conservator of Forests
Coorg Circle, Mercara.

ppm.

21/8

Sl. no. 29.

110 23

S. Balasubramanyan,
Under Secretary to Government,
Agriculture & Forest Department,

Mysore Government Secretariat,
Vidhana Soudha,
Dated, Bangalore: 10-2-1969.

D.O.No.AFD 46 FGL 69.

Dear Shri Shankaraiah,

Please refer to this department's letter of even number dated the 31st January 1969 regarding lease of 1,000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest Range in Hassan District to M/S Hyprotex Food (P) Ltd.,

I am desired to request you kindly to expedite your reply in the matter.

Yours sincerely,

Shri G.M.Shankaraiah,
Technical Assistant to
the Chief Conservator of Forests
in Mysore,
Bangalore.

CERTIFIED
Date 12 2 1969

Sl. No. 2

111

GOVERNMENT OF MYSORE

No. AFD 46 FGL 69. MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 31-1- *196* 9.

FROM

The *Secretary to the Government of Mysore.*
Agriculture & Forest Department.

To.

The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Lease of 1,000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest Range in Hassan Dist. to M/s. Hyprotect ---

In enclosing herewith a copy of representation dated 28-1-1969 from M/s. Hyprotect Feed (P) Ltd., Bangalore-25, addressed to the Minister for Forests on the above subject, I am directed to request you to offer your remarks in the matter immediately.

The Minister for Forests desires to discuss the matter with you at its monthly meeting on 1-2-1969.

Yours faithfully,

(H. Shantha Raju)
Section Officer,
Agri. & Forest Department.

hns/31-1/

Sl. No. 2. 112 21

Sub. – lease of 1000 acres of land in Ramadevarahalla and Thirumaladevarahalla S.F. in Balur Range in favour of m/s Hyprotex Food (P) Ltd.

AFD. 46 – Feb 69

CCF,

In enclosing herewith a copy of representation dated 28.1.69 ~~from~~ ~~addressed by~~ from m/s Hyprotex Food (P) Ltd, Bangalore-28 addressed to the Minister, I am directed to request you to offer your remarks in the matter (in duplicate) on the above subject.

The Minister for Forests desires to discuss the matter with you at the monthly meeting on 1.2.69

31/1

31/1/69
S.O. D.P.

ISSUED
31/1

Grams: HYPROTEX

Phone: 74902

HYPROTEX FOODS PRIVATE LIMITED

Reg. Office
13, KING STREET
BANGALORE - 25

Min. of St. Forests.
No. p-255 Date. 31.1.69

7th January, 1969.

Shri Alur Hanumanthappa,
Minister of State for Forests,
Government of Mysore,
Vidhana Soudha,
BANGALORE - 1.

Dear Sir,

Lease of 1,000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest Range in Hassan District

The undersigned, the Managing Director of the Company approached the Government for the release of 1,000 acres of land in favour of the Company and as a result of the negotiations between the undersigned and the Government, the Government was pleased to pass an Order dated 5th October 1967 releasing a 1,000 acres of land in favour of the Company to enable it to implement its proposed Multi-purpose Food Project.

In terms of the said Government Order of 5th October 1967, the Company got a draft release prepared through its Solicitors and submitted the same to the Government for its approval in the last week of October 1967, On 31st December 1968 when the undersigned called on the District Forest Officer, Hassan, in connection with the above lease, he was handed over the copy of the lease as prepared by the Department and was informed that a lease should be executed in terms thereof. On a perusal of the said draft I find

... 2/-

that it goes beyond the above referred Government Order and onerous conditions have been imposed on the Company which was never under contemplation during the negotiations. For ready reference I enclose herewith a copy of the lease handed over to me by the District Forest Officer of Hassan and would like to place the following points for your consideration and early favourable orders :-

1. In the preamble to the lease it is provided that the Company should deposit a sum of Rs.25,000/= with Government as earnest money to secure due performance of the terms and conditions of this Deed, apart from the fact that earnest money was never in contemplation during the discussion with the Government and does not form one of the conditions mentioned in the Government Order of 5th October 1967, this condition of payment of Rs.25,000/= as earnest money is an undue and uncalled for burden. The lease is not in the nature of the building contract or otherwise where the Government, as a security deposit for the due performance of a contract, demands a deposit from the contractor; what is proposed to be leased to the Company as jungle land and it is the Company that is going to invest its money in developing the same. As things stand there is no element of risk on which the Government is called upon to protect itself by insisting on the Company making an earnest deposit. If on the lease of the land the Government is likely to suffer any loss, I think, it has already been provided for by the condition that the Company should pay a sum of Rs. 30,353/- as compensation for the plantations on the land. Further, I would like to state in these days of dear money insisting on the Company depositing a sum of Rs.25,000/= for a period of 30 years or more is casting a heavy burden on the Company by way of loss of interest thereon. The Government therefore may be pleased to reconsider and delete all reference to the earnest money wherever they may occur in the lease particularly in Clauses 11 and 15.

11 + 15

... 3/-

2. Clause 4 (a) as drafted may prove restrictive in so far as the Company is concerned. The Company is taking the said land on lease to use the land for the objects for which the Company has been formed which is production of multi-purpose foods. Particularising any particular produce, the Company may produce on the land, may lead to an interpretation which is likely to restrict the activities of the Company on the land. The Company has no intention of diverting the land to any use which it is not permitted to under its Memorandum of Association. We would, therefore, request Clause 4(a) be replaced by a fresh Clause as follows :

4(a)

> "use the demised land for the purposes for which the Company is formed".

3. We are given to understand that there is no restriction for grazing cattle freely in the State Forest lands. If this be so Clause 4(b) as drafted may be omitted as we think in all fairness that if others can graze their cattle in the State Forest lands, the Company should also be permitted to graze its cattle in the Forest Lands outside the demised premises.

4 (b)

4. We also feel that Clause 4(d) as drafted needs modification to enable the Company to store water on the demised premises. With this in mind we would suggest a proviso to this clause as follows :

4(d)

> "provided the Company is permitted to make arrangements for storing water on the demised land".

5. Although the Company has no intention to interfere with the rights of any person under any grant made by the Government, as this is not one of the conditions mentioned in the said Government Order, I suggest that copies of the Government Orders dated 19.5.1930 and 15.9.1923, which are

6

referred to in Clause 6 of the lease be delivered to the Company to enable the Company to consider the same before agreeing to the retention of Clause 6 as drafted.

6. In the said Government Order there is no reference to the condition that the Company should improve the Yellagunda approach road at its own cost. I think this is an additional burden thrown on the Company and the said clause may be deleted. The Company has no objection to agree not to form any other approach road leading to the demised land without the previous permission of the Government.

7. It is provided under Clause 8 that the staff of the Forest department should have free movement over the demised land. I am afraid that once the land has been leased out to the Company, it becomes private land and any movement in or over the land by third persons other than the Company's staff can be only with the permission of the Company, although it is not the intention of the Company to prevent the staff of the Forest Department from carrying out their duties. Whereas the Company will always be glad to render whatever assistance that is needed to enable the Forest Department in carrying out its duties, I think, Clause 8 should be redrafted so that any entry into the demised land shall be only with the permission or consent of the Company.

8. It is provided by Clause 10 that any construction to be made on the demised land should be with the previous permission of the District Forest Officer. You will agree with us that it is necessary for the Company to enable it to achieve its objects to construct farm houses, sheds, cattle sheds, poultry runs, creamery, etc. Without these buildings it will not be possible for the Company to proceed with its scheme for the development of the land. In view of this, I think, the lease itself should contain the permission enabling the Company to construct on the land

without having to approach any authority every time it wants to put up a structure. We would, therefore, suggest that Clause 10 be replaced by the following Clause :

> "The Government hereby permits the Company to construct farm houses, sheds, cattle sheds, poultry runs, dairy, creamery or any other building that the Company may consider necessary for its purposes on the demised land and it shall be deemed that the Company has the Government's permission to so utilise that portion of the demised land and construct thereon without the Company having to specially apply to the Government for the said purpose. "

9. In view of what we have stated in (1) above, the words "and shall also be entitled to forfeit the earnest money" appearing at the end of Clause 11 should be deleted.

10. Clause 12 of the lease refers to the payment of compensation for the plantations; this is condition 5 of the said Government Order. As this is a condition precedent to the grant of the lease, I think, the condition is satisfied by the Company paying the said amount into the Treasury and producing the receipted challan to the Government. Once this condition is satisfied, the Government will be ready to sign the lease and deliver possession of the demised land. Inasmuch as the condition is precedent, there is no necessity to mention or refer to this condition in the lease. I am also advised that if this is mentioned in the lease there is the risk of the Registering Authorities interpreting this payment as a premium paid by the Company to the Government and as such insist on payment of stamp duty and registration charges. This will cast an additional, avoidable burden of nearly Rs.1,500/= on the Company. Hence, all reference to payment of compensation in the lease for plantation may be avoided.

11. Clause 13 provides for the surrender of the land on the expiry of the lease. We request that this Clause be reworded as follows and further that it comes at the bottom, as the last Clause, of the lease deed :

13

> "the Company shall on the final expiry of the term of lease or renewed lease surrender possession of the demised land to the Government. "

15

12. For reasons mentioned under (1) Clause 15 should be omitted.

13. Under condition (1) of the said Government Order, the Company has been given a specific right of renewal for a second period of thirty years, therefore, ~~the~~ Clause 16, providing that renewal is at the discretion of the Government, is not in consonance with the Government Order. The renewal of the lease must be granted to the Company on the asking and should not be dependent upon the discretion of the Government. I would, therefore, request that Clause 16 be replaced by the following Clause :-

16

> "If the Company shall be desirous of obtaining a renewed lease of the demised land on the expiry of the term hereby granted and of such desire shall give notice in writing to the Government not less than three calendar months prior to the expiration of this lease then the Government shall grant a renewed lease to it of the demised land for a further period of thirty years from the expiration of this lease on the same terms and conditions as are contained in this lease with the exception of this covenant for renewal but on a rent of not exceeding Rupees Fifty per acre per annum. "

... 7/-

14. In the event the lease is not continued beyond thirty years, the Company should be permitted to remove all buildings and structures constructed by the Company on the land and therefore Clause 17 should be so modified.

17

15. If Clause 10 is replaced by the Clause as suggested above, a further clause relating to quiet enjoyment will be necessary. We suggest the following Clause may be added :-

> "The Company paying the rent hereby reserved, performing and observing the covenants and conditions on its part herein contained shall peacefully hold and enjoy the demised land during the term hereby granted, without any interruption by the Government or any person lawfully claiming through under or in trust for it. "

I request that the draft lease as submitted by the Department may kindly be revised in the light of what we have stated above and early favourable orders passed so that the Company can pay the amount and obtain the lease from the Government and commence its activities as early as possible without any avoidable delays.

Yours faithfully,
For Hyprotex Foods Prvt. Ltd.,
Managing Director.

Sl. No. 1 (4) P.1.

120 13

COPY

Sub: Release of 1000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest in Balur Range in favour of M/s. Hyprotex Foods Private Ltd.,- on lease basis.

Proceedings of the Government of Mysore.

ORDER NO. AFD 105 FCL 67,

BANGALORE, DATED THE 5TH OCTOBER 1967.

Read:

1) Representation of Sri J.S. Francisco Managing Director M/s. Hyprotex Foods Private Ltd., to Government on 1-12-1965.

2) Proceedings of the High Power Committee for Industries held on 12-7-1966.

3) Proceedings of the High Power Committee for Industries held on 23-12-1966.

4) Proceedingsof the High Power Committee for Industries held on 14-2-1967.

5) Letter No.B3/GFL/3218/66-67 dated 1-3-1967 from the Chief Conservator of Forests in Mysore, Bangalore.

6) Proceedings of the High Power Committee for Industries held on 14-3-1967.

PREAMBLE :

Sri J.S. Francisco, Managing Director of M/s. Hyprotex Foods Private Ltd., represented to Government in letter cited (1) above, to grant them 3000 acres of land on lease basis for setting up a proposed farm to produce milk eggs, Soyabeans etc. which are the main ingredients of High Protein Foods. He has represented that the proposed farm will have a herd of 300 milk animals and a flock of about 10,000 high strain leghorns which will produce nearly 4000 litres of milk and about 5000 eggs, respectively. Some acreage will be set apart for soyabean crop and fodder crops like berseem rhodes grass, maize etc.

The scheme proposed to be implemented has been examined by the Director of Industries and Commerce and is found to be acceptable

... 2

and agreed by the High Power Committee for Industries after a detail scrutiny in several meetings.

The Chief Conservator of Forests has also suggested in his letter dated 1-3-1967 that one thousand acres of land may be released within Ramadevarahalla and Thirumaladevaragudda State Forest in Balur Range for 30 years on lease basis.

O R D E R

After careful consideration, Government are pleased to release 1000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest Range in favour of M/s. Hyprotex Foods Private Ltd., for the implementation of the proposed Multipurpose Food Project on lease basis subject to the following conditions :-

(1) The lease will be for a period of thirty years on a lease amount of Rs.25/- per acre per year with a right of renewal for a like period on a lease amount subject to a ceiling of Rs.50/- per acre per year, the amount to be recovered being 10% of the aforesaid lease amount for the first two years, 25% in the third year, 50% in the Fourth year, 75% in the fifth year and the full lease amount from the sixth year onwards.

(2) The land should be used for the purpose for which it is granted.

(3) The cattle that is being maintained by the company should notbe allowed for grazing in the surrounding regenerated forest areas.

(4) The area granted should be properly demarcated and fenced at the cost of the grantee.

(5) The grantee should pay Rs.27,594/- together with the interest representing the cost of plantations before taking possession of the land.

(6) If the land is utilised for any purpose other than

... 3

the one for which it is granted the same is liable to be resumed to Government without any claims for compensation.

(7) The company lessee should abide by such of the rules and regulations of the Forest Department as exist or as are made from time to time.

(8) The lessee should utilise the land within 5 years by utilising 300 acres within a period two years, a further extent of 200 acres before the end of 3 years, a further extent of 250 acres before the end of 4 years and the entire balance before the end of 5 years.

(9) The lessee should pay the water rate in accordance with the rates specified by Government under the Mysore Irrigation (Levy of Betterment contribution and Water rates), Act, if the lands or any portion of the lands and irrigated by a source of irrigation belonging to Government.

(10) Casein produced by the Industry, should be used for the manufacture of casein based food products by itself or sold to other industry for use in the production of casein based food products. The manufacture of casein and its diversion for industrial uses not connected with food products, should be specifically prohibited.

(11) The lessee should execute a lease bond embodying the aforesaid terms.

This order issues with the concurrence of Finance Department vide their U.O.No. 2934 dated 6-5-1967.

The Chief Conservator of Forests is directed to take further action in the matter.

By Order and in the name of the
Governor of Mysore

(Sd)

(M.A. MECCAI)
Under Secretary to Government,
Agriculture & Forest Department.

Rsb/5/7-1-69

THIS INDENTURE OF LEASE is made this the_____ day of_____ Nineteen hundred sixty eight BETWEEN HYPROTEX FOODS (PRIVATE) LTD..... hereinafter called "the COMPANY" (which term shall include its assigns, successors and liquidators) AND THE GOVERNOR OF MYSORE, hereinafter called "the GOVERNMENT"

WHEREAS at the request of the Company, the Government has by G.O.No._____dated_____ agreed to grant the land described in the Schedule below (hereinafter referred to as the demised land) on lease for getting up a Farm to produce milk, eggs, soyabeen, etc., for the preparation of high protein foods, subject to the terms and conditions noted in the said Government Order

AND WHEREAS the Company has deposited Rs.25,000/- with the Government as earnest money to secure due performance of the terms and conditions of this deed:

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. The lease shall be for a term of 30 years commencing on_____

2. The Company shall pay rent as follows :-

i) During the first and second years of the lease Rs.2,500/- (Rupees two thousand five hundred) per year being 10% of the rent at Rs.25/- per annum;

ii) During the third year of the lease Rs.6,250/- (Rupees six thousand two hundred and fifty) being 25% of the rent at Rs.25/- per acre per annum;

(iii) During the fourth year of the lease Rs.12,500/- (Rupees twelve thousand five hundred) being 50% of the rent at Rs.25/- per acre per annum;

(iv) During the fifth year of lease Rs.18,750/- (Rupees Eighteen thousand seven hundred and fifty) being 75% of the rent at Rs.25/- per acre per annum;

(v) From the sixth year onwards upto end of the thirtieth year of the lease Rs.25,000/- (Rupees twenty five thousand) being the full rate of rent at Rs.25/- per acre per annum;

3. The rent for the first year shall be paid on the date of execution of this deed and the rent for the remaining years shall be paid one month before the completion of one year from the date of payment of the previous year's rent.

4. The Company shall

(a) use the demised land for the purpose of setting up a Farm for producting eggs, milk, soyabeen, etc., which are the main ingredients of high protein foods and shall not use the same for any other purposes ;

(b) not permit the cattle maintained by the Company on Farm to graze outside the demised land ;

(c) pay water rate, if any, payable on the demised land in accordance with the provisions made under the Mysore Irrigation (levy of Betterment Contribution and Water Rate) Act 1957 ;

(d) allow water from the demised land to feed the cultivated areas beyond the state forest limits;

(e) utilise the entire demised land within a total period of five years from the date of execution of this deed as follows :-

i) 300 acres within two years from the date of this deed ;

ii) another 200 acres before the end of the third year of this deed ;

iii) yet another 250 acres before the end of the fourth year of this deed;

iv) the balance of 250 acres before the end of the fifth year of this deed ;

(f) at its own cost have the area of the demised

land clearly demarcated and fenced ;

(g) use the casein produced by the Company for the manufacture of casein based food products by itself or sell to other Industries for use in the production of casein based food products, the manufacture of casein and its diversion for Industrial uses not connected with food products being specifically prohibited.

5. The Company shall not sub-let the demised land or any portion thereof to any other person or body for any purpose without the express permission of the Government.

6. The Company shall not interfere with the right of way of inhabitant of the neighbouring villages, so far as the said right is conferred at the time of settlement as per G.O.No.G.13586-9/Ft.293-29-2 dated 19-5-1930 and G.O.No.I.C. 1356/Ft.210-22-4 dated 15-9-1923 in respect of Thirumaladevara Gudda and Ramadevarahalla State Forest respectively.

7. The Company shall improve the Yelagunda Approach road leading to the demised land at its own cost and shall be entitled to use the same, and shall not form any other road or approach in the State Forest Limits, without the previous permission of the Government.

8. The Company shall not interfere with the movement of the staff of the Forest Department within the area of the demised land for purposes of attending to Government duties both inside and on the other parts of the surrounding area of the demised land.

9. The Company shall abide by the rules and regulations of the Government Forest Department issued from time to time.

... 4

10. The Company shall hold the demised land peacefully and enjoy the same during the term of the lease without any interruption by the Government and shall be entitled to construct on the demised land, with the previous permission, of the Divisional Forest Officer, Farm Houses, Sheds, cattle sheds, foundry farm, Dairy Creaming or any other building that the company may consider necessary for its purposes.

11. In the event of the company committing breach of any of the conditions of this deed, Government shall be entitled to determine the lease forthwith and enter on and take possession of the demised land and shall also be entitled to forfeit the earnest money.

12. The Company shall pay Rs.27,594/- together with the interest thereon at..... per cent per annnum from..... ..... being the cost of plantations standing on the demised land before possession of the demised land is delivered to him.

13. The Company shall on the expiry of the term of the lease surrender possession of the demised land to the Government.

14. The Government shall be entitled, without prejudice to the other remedies open to it, to recover moneys due under this deed as arrears of land revenue.

15. The earnest money shall, if not forfeited under condition 11, to refund to the Company on the expiry of the leave;

Provided however when the lease is renewed under the following condition, it shall be held as earnest

money for the renewed period of lease subject to the same conditions.

16. In case the Company desires to obtain a renewal of the lease after the expiry of the term agreed as aforesaid, the company shall, not less than six calendar months before the expiration of the lease give a notice in writing of such desire to the Government and thereupon the Government may, at its discretion, renew the lease for a further period of 30 years on the same terms and conditions as per contained in this deed, except the condition for renewal and when the lease is so renewed the Company shall pay the rent at the rate of Rs.50/- per acre per year.

17. In the event of determination of lease by efflux of time or otherwise, Government shall be entitled to all the buildings, structures or improvements made on the demised land and the company shall not be entitled to any compensation therefor.

SCHEDULE

(Here describe the demised land fully)

IN WITNESS WHEREOF the Parties hereunto have executed this deed on the day and the year first above mentioned.

.....
for the Company
(person authorised should sign)

On behalf of and under the directions of the Governor of Mysore

Witnesses:

1.....

2.....

.....
(Person authorised to sign).

128 5

No.I.C. 1356.Ft.210-22-4, dated, 15th September'1923.

- - - - -

The following concessions are granted in the Ramedevarahalla State Forest in the Hassan District to the Villagers of (1) Yelagunda,(2) Mallanayakanahally,(3) Soppinahalli and (4) Beekanahalli villages subject to the condition that the said villagers exercising the rights in the enclosure and the right of way, undertake to construct and maintain a trench and a fence of aloc round the enclosure and on either side of the path.

1) An enclosure 5 chains by 2½ chains round the Rameswara temple and the spring by the same name situated in the said forest.

2) Right of way to the above mentioned enclosure about two furlongs and 7 chains in length and 20 yards in width, open throughout the year for men, carts and cattle,. It starts from a point about 55 yards south from the north-western corner of SY.No.12 of Mallanayakanahalli village and about 175 yards north from the south-western corner of the same survey number running in a westerly direction to the shrine and the spring in the above said enclosure.

Vy Order,
SD/= K.V. ANANTHARAMAN,
Secretary to Government.,
General Department (in Charge,).

"COPY".

DIVISIONAL FOREST OFFICER,
HASSAN DIVISION, HASSAN.

Ykv.

No.G.13586-9-Ft. 293-29-2, DATED 19TH May 1930.

B' Register of claims to Lands, Rights to Forest produce or Easements in the proposed State Forest of Thirumaladevaragudda Block.

2		3	4	5			8.
Sl. No.	Name of claimants.	Date of presentation of claims.	Nature and extent of claims preferre .	Brief summary of the evidence adduced in support of claim.	Brief summary of the Forest Officers arguments and evidence produced by him.	Brief abstract of decision and final disposal of the claims by the Forest settlement Officer.	Brief abstract of decision, if any, of court of final appeal settlement.
1.	Daroga Mr. Mohamed Alf Kahn, Miana on behalf of the Amrith mahal Department.	12-8-1928.	Government Amrith Mahal Cattle should be allowed to graze free in the State Forest Block.	In respect of claims 1 to 8 the Daroga of the Amrit Mahal Department on behalf of that Department, urges that these rights and Privileges are necessary for the proper working of the Department, that they are being enjoyed now in the block and that the same rights and privileges are being enjoyed and allowed in the Forest Blocks of Sigegudda and Ramedevarahalla which were formerly Amrit Mahal Kavals since constituted into State Forest.	The District Forest Officer has no objection to concede the rightsurged by the the Daroga subject to the following condition.; (1) The wood to be removed for purpose s of the Amrit Mahal Department should be only of unclassified Kind (2) The wood to be removed will be on indents furnished to the local Forest Range Offices and on free permits issued by him, except in emergent case where on account of urgency no such indent could be made (3) The fellings to be confined to annual coupes.	As the Daroga urges that the claims and privileges referred to are already being enjoyed and a re necessary to be continued necessary to be continued in the interest of the Amr. Mahal Department and as the District Forest Officer has no objection to these rights and privileges being conceded, the rights and privilages claimed in items Nos.1 to 8 are admitted subject to the conditions set forth by the D.F.O. with the modification that free.permits should be taken only in the cases where wood is wanted for use outside the S.F.	
2.			Kavalgars should be allowed to graze their cattle in portions of the forest allotted to them.				
3.			The sale purchaser of Terige lands should be allowed to graze his cattle in the therige land.				
4.			The servegars should be allowed to remove cowdung as usual, when Government cattle are impounded to the enclosures formed in the Forest.				
5.			The servegars should be permitted to cut junglewood in the Forest for putting up enclosures in the Forest whenever Government cattle are taken thereto.	...			
6.			The servegars and Kavalgars should be allowed to remove the materials used for cattle enclosures for their own use as usual in as much as they are not paid any remuneration for putting up enclosure in the Forest.	...	...	...	
7.			The kavalgars when they are in the Forest guarding Government cattle may be allowed to use as much of firewood free as is necessary for cooking purposes and for burning during nights to scare away wild animals.	...	...	...	
8.			A cart-load or two of fire wood every month may be allowed to be removed for boiling horse gram for the Depot cattle when they are being used by the Daroga.	...	...	...	

9.	Mr. A.V. Kesava Iyengar, D.F.O. on behalf of the raiyats.	A Forest road from Salagame to Yelagunda 15' wide and 120 chains long open throughout the year for men, carts and cattle entering the blocks at its Southern boundary about 3 chains south from the junction bandh Nos. 31 and 35 of Ballenahally and the Block passes through the same and leaves the block at the North-Western corner of Sy.No.35 of Chowdanahally.	The rights of way referred to in items 9 to 14 are even now being enjoyed by the public and they may be admitted.	...	The right of way referred to in items 9 to 14 are admitted.
10.		Cart-track from Kadaga to Ramedevarapura 12' wide and 60 chains long enters the forest on its Southern boundary about 25 chains south from the junction bandh of S.Nos.31 &35 of Ballenahally passes through the Block and quits the same about 3 chains last from the north-western boundary of S.No.19 of Ramedavarapura.	...	...	...
11.		Cart-track from Devihally to Ramedevarapura 12 feet wide and 75 chains long open throughout the year for men, carts and cattle enters the block about 8 chains shouth from the junction bandh of S.No. 31 and 35 of Ballenahally and the Block and passes through the Block and quits it about 4 chains north from the trijunction bandh of chowdenahally Ramedevarapura and the block.	...	...	...
12.		Cart track 12' wide & 30 chains long branches from the Salagame-Yelagunda Forest road near the 2nd mile stone and leaves the boundary of the blocks near the 3rd furlong stones of the 2nd mile of the RamedevarahallaS.F. Boundary.	...	...	...
13.		Cart track to Haravihally 12' wide and 32 chains long branching from Kodaga Ramedevarapura cart track at a distance of 5 chains south from the trijunction bandh of Mandigamahally, Haravihally and the Block.	...	...	...
14.		A foot-path from Haravihally to Thirumaladevaragudda temple 5 feet wide and 20 chains long enters the block about 8 chains south from the north-western corner bandh of S.No.79 of Haravihally and leads on to the temple.	...	...	...

"COPY"

Divisional Forest Officer,
Hassan Division,
Hassan.

Extract of Rule 58(2) of the Mysore Govt. Rules of Business.

All Administrative Departments shall consult the Department of Law and Parliamentary Affairs on

Every such reference shall be accompanied by an accurate statement of the facts of the case and the point or points on which the advice of the Department of Law and Parliamentary Affairs is desired.

xx xx xx